

DRAFTAgenda Item Number : **1A****Request For Council Action**

Date Submitted 2016-04-15 14:23:20**Applicant** City of St. George**Quick Title** March 2016 Financial Report**Subject** March 2016 Financial Report**Discussion****Cost** \$0.00**City Manager Recommendation** 75% of year complete and things look good for revenues exceeding budget and expenditures staying within budgeted amounts.**Action Taken****Requested by** Deanna Brklacich**File Attachments** MARCH 2016.pdf**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** MARCH 2016.pdf



MONTHLY FINANCIAL REPORT

NINE MONTHS ENDED

MARCH 31, 2016

CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORT

NINE MONTHS ENDED MARCH 31, 2016

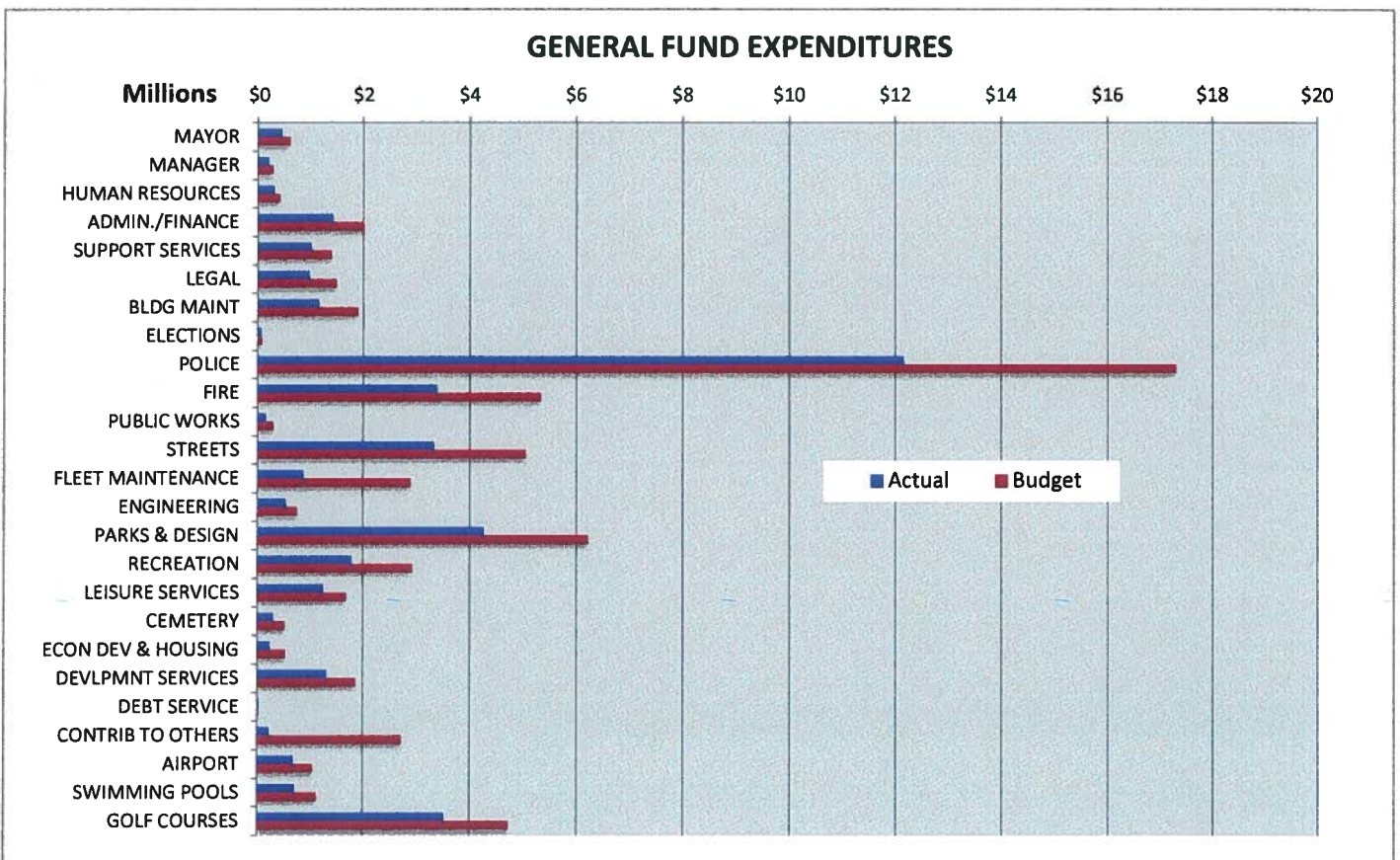
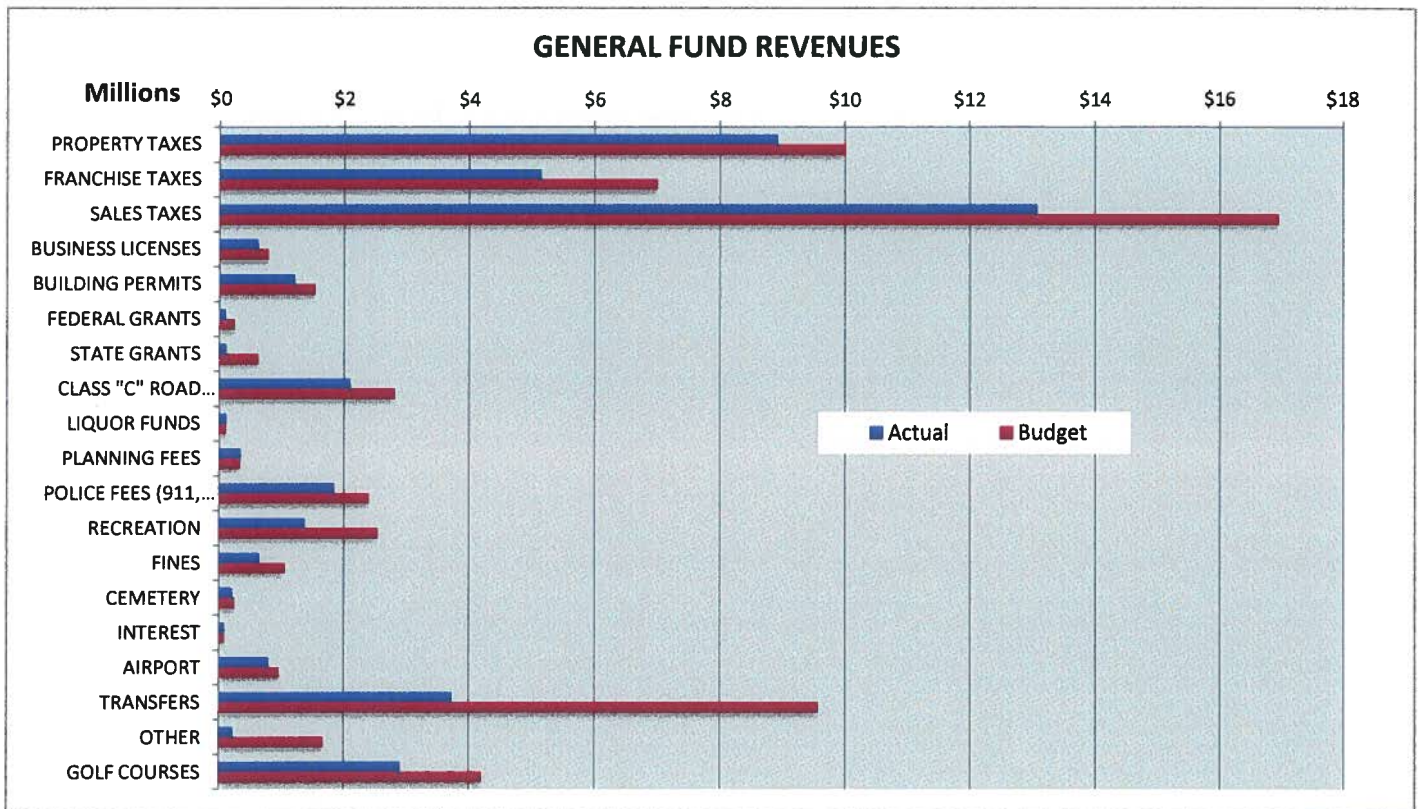
ADMINISTRATIVE DIRECTOR'S COMMENTS:

The attached report represents activity in the various city funds for the NINE months ended March 31, 2016. This period represents 75% of the fiscal year.

- 1) General Fund revenues are at 68.91% of budget. The predominant revenues affecting the overall revenue percentages primarily in the first half of the year are Current (Real) Property Taxes, Fees Assessed (Personal Property Taxes) and Delinquent Taxes which typically are not received until December, January, and June. Current Property Taxes are now at 98.66% of the \$8.35M budgeted and are 1.94% higher than the prior year-to-date. The majority of Fees Assessed will not be received until June therefore the percentage received as compared to the budget will continue to lag.
- 2) Overall General Fund revenues are up 4.76% over the prior fiscal year. Sales taxes are up 7.27% over last year and franchise taxes are up 2.04% to the prior year. Golf revenues are up at 2.55%. Class C Road Allotment is up 2.18%. House Bill 362, passed last year which increased the gas tax, goes into effect January 1, 2016 and as such, we'll be watching its impact on Class C Road revenues beginning the next few months (the projected increase for this year is around 10%).
- 3) The attached General Fund revenue schedule is good to give you a quick review of how revenues are trending in comparison with the budget.
- 4) General Fund expenditures are at 63.65% of budget for the year to date. Where we have completed 75% of the fiscal year on the time horizon, as compared to expenditures at 63.65% of the budget, we are continuing to do a good job of spending within the budget.
- 5) The revenue comparison schedule attached to this report does show a mixed bag. Most fund revenues are up in comparison to prior years, while a few others are down. In addition, some impact fee revenues are up while others are down. Some variances are likely due to the new impact fee rates which became effective October 2014 and would have affected only part of Fiscal Year 2015, but all of Fiscal Year 2016.
- 6) The Dixie Center Operations revenues are up noticeably in comparison to the prior year due to receipt of \$510,000 from Washington County as a contribution towards the City's economic development activities and programs.
- 7) The RAP Tax Fund's revenues include the recent bond issuance of \$7.9 million. Actual tax revenues receipts to date for this current year total \$946,176 which is 67.58% of the \$1.4 million budgeted.
- 8) The City Treasurer's investment reports for February 2016 will be attached next month.

If there are any questions, comments, or concerns, please feel free to contact me at any time at either deanna.brklacich@sgcity.org or at 627-4004.

CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
3/31/2016

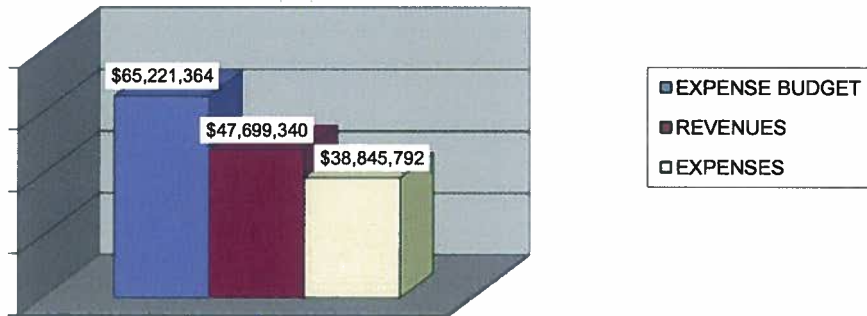


CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
3/31/2016

GENERAL FUND

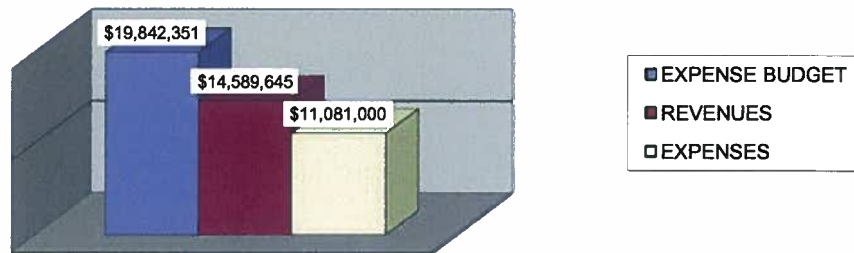


ELECTRIC UTILITY



Note: Invoices for power purchases have a one-month lag and therefore expenses are generally understated in comparison to revenues.

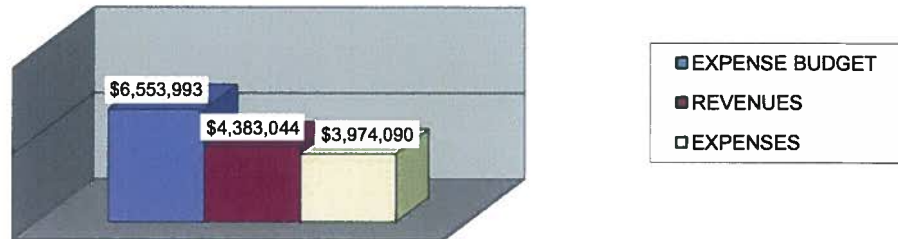
WATER UTILITY



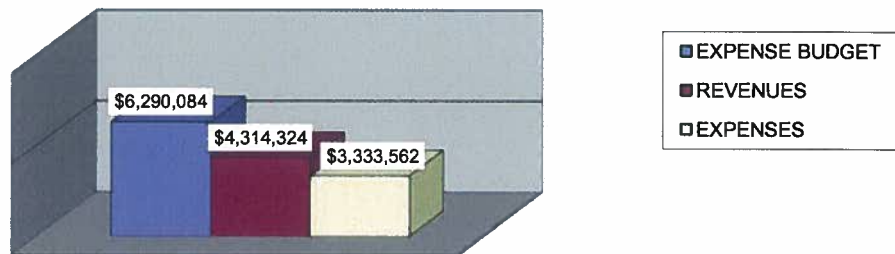
Note: Invoices for water purchases from the Water Conservancy District have a one-month lag and therefore expenses are generally understated in comparison to revenues.

CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
3/31/2016

WASTEWATER COLLECTION (includes impact)



WASTEWATER TREATMENT (includes impact)

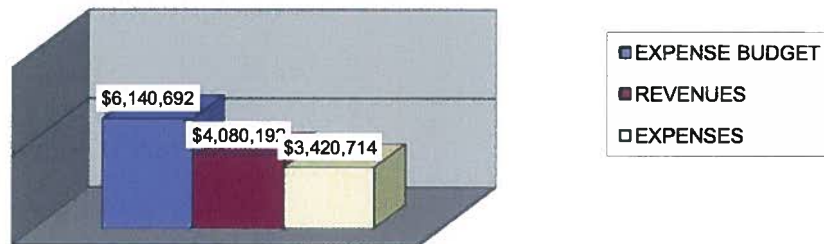


CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
3/31/2016

CDBG BLOCK GRANT FUND

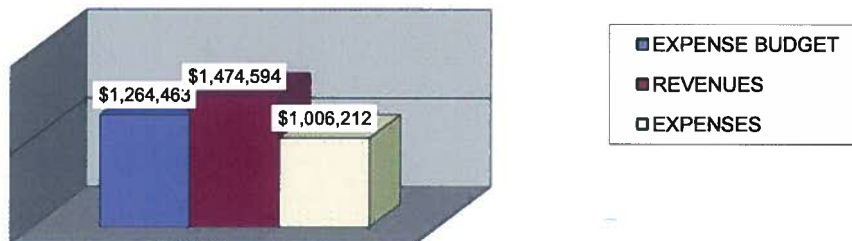


SALES TAX BOND CAP. PROJECT FUND



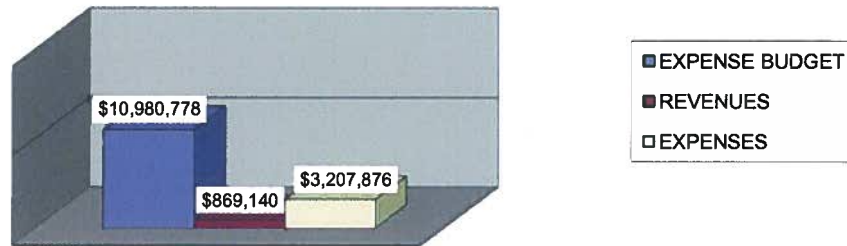
NOTE: Revenues are derived from year-end transfers from other City funds which received a portion of the bond proceeds and therefore participate in making the annual debt services payments.

DIXIE CENTER OPERATIONS

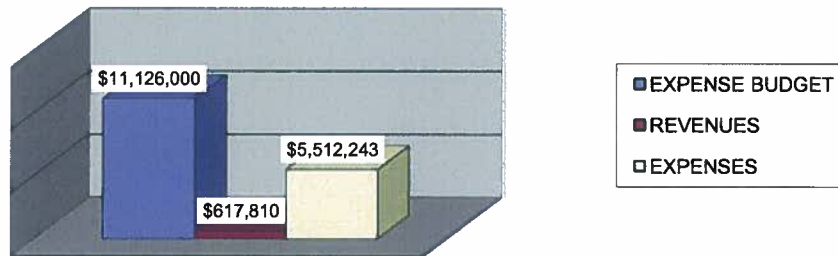


CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
3/31/2016

CAPITAL EQUIPMENT FUND

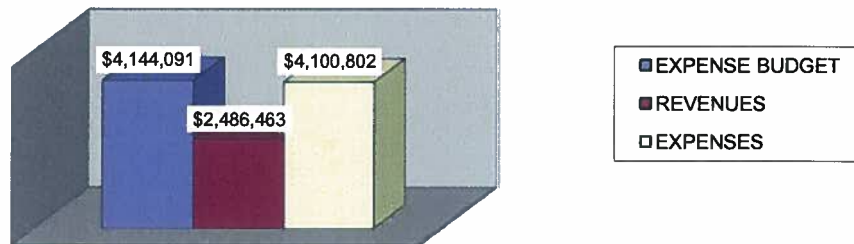


PUBLIC WORKS CAPITAL PROJECTS FUND



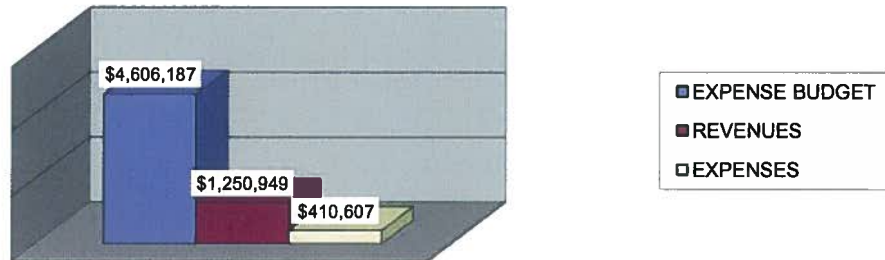
NOTE: Most of the Revenues are derived from year-end transfers from other City funds who collectively participate in funding each project (i.e. Transportation Fund, Street Impact, Drainage Impact, etc.)

REPLACEMENT AIRPORT FUND

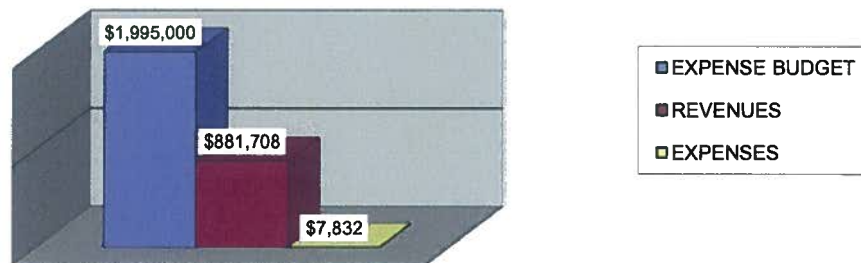


CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
3/31/2016

PARK IMPACT FUND

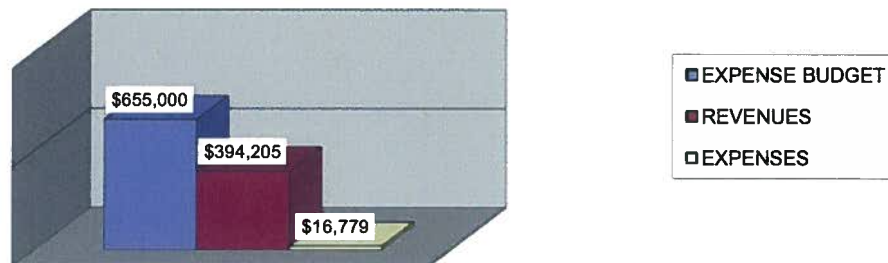


STREET IMPACT FUND



NOTE: Most of the budgeted Expenditures are in the form of a year-end transfer to the Public Works Capital Project Fund (PWCPF) based upon each project's actual costs in the PWCPF.

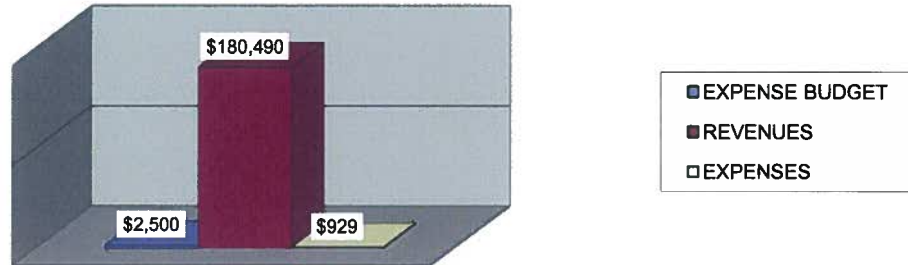
DRAINAGE IMPACT FUND



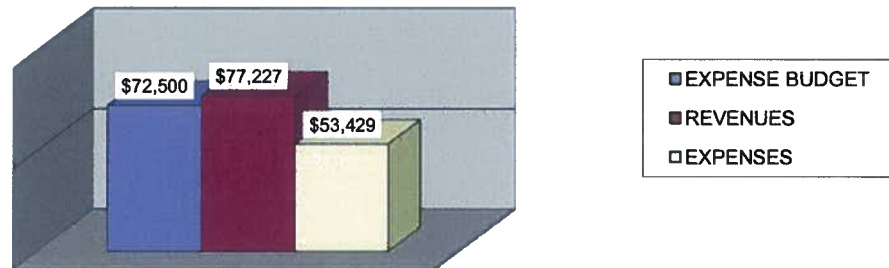
NOTE: Most of the budgeted Expenditures are in the form of a year-end transfer to the Public Works Capital Project Fund (PWCPF) based upon each project's actual costs in the PWCPF.

CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
3/31/2016

FIRE IMPACT FUND

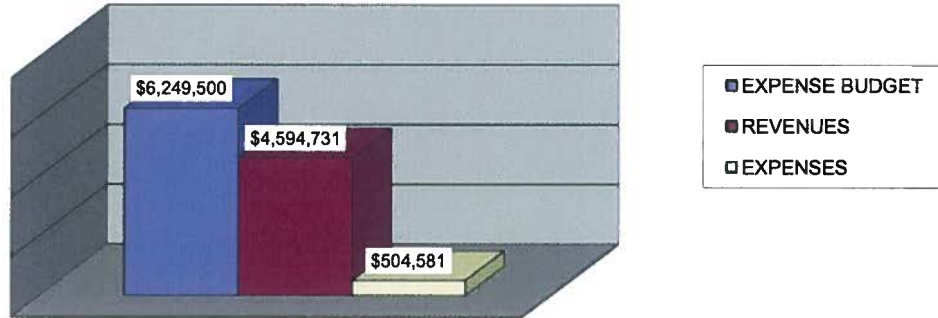


POLICE IMPACT FUND



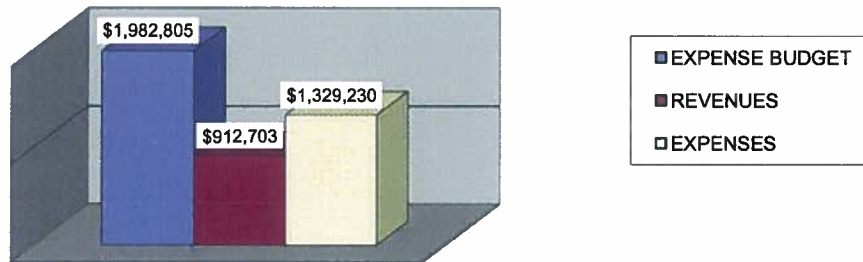
CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
3/31/2016

TRANSPORTATION IMPROVEMENT FUND (TIF)

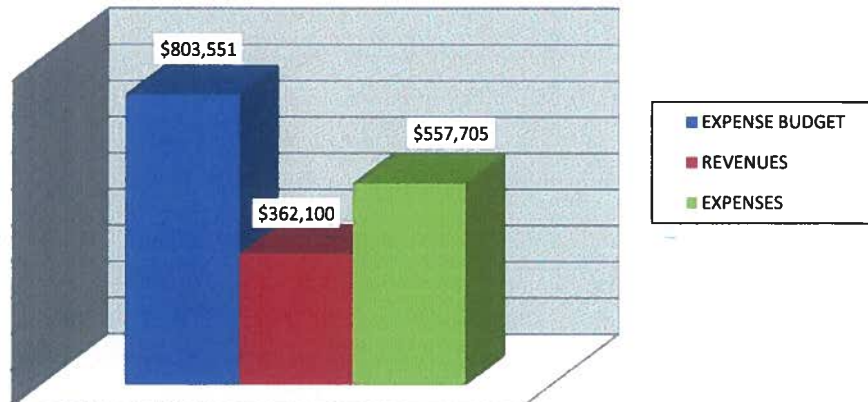


NOTE: Most of the budgeted Expenditures are in the form of a year-end transfer to the Public Works Capital Project Fund (PWCPF) based upon each project's actual costs in the PWCPF.

SUNTRAN TRANSIT FUND



SWITCHPOINT RESOURCE CENTER



CITY OF ST. GEORGE, UT
GENERAL FUND REVENUES
NINE MONTHS ENDED MARCH 31, 2016

75% OF THE BUDGET YEAR

REVENUE SOURCE	ADJUSTED BUDGET	ACTUAL THRU MAR. 31, 2016	PCT RECEIVED
CURRENT PROPERTY TAXES	8,350,000.00	8,238,282.15	98.66%
FEES ASSESSED	1,300,000.00	487,368.04	37.49%
FRANCHISE TAXES	7,000,000.00	5,134,856.96	73.36%
DELINQUENT TAXES	350,000.00	190,912.53	54.55%
GENERAL SALES TAXES	16,950,000.00	13,072,311.96	77.12%
BUSINESS LICENSES	600,000.00	563,550.00	93.93%
LICENSE FEES - RENTAL ORDINANCE	180,000.00	55,840.00	31.02%
ELECTION FILING FEES	0.00	0.00	#DIV/0!
TRUCK-N-GO PERMITS	4,500.00	960.00	21.33%
BUILDING PERMITS	1,500,000.00	1,183,006.70	78.87%
DOG LICENSES	32,000.00	19,065.00	59.58%
FEDERAL GRANTS	240,543.00	95,322.87	39.63%
STATE GRANTS	614,408.00	107,167.32	17.44%
CLASS C ROAD ALLOTTMENT	2,810,000.00	2,098,629.26	74.68%
LIQUOR FUND ALLOTTMENT	104,000.00	101,627.47	97.72%
RESOURCE OFFICER CONTRIB.	602,932.00	452,199.00	75.00%
PLANNING FEES	300,000.00	307,866.07	102.62%
AIR QUALITY FEES	30,000.00	28,097.75	93.66%
SPECIAL POLICE SERVICES	55,000.00	66,942.21	121.71%
E-911 SERVICES	960,000.00	738,506.54	76.93%
OTHER CITIES DISPATCH FEES	773,198.00	579,898.80	75.00%
POLICE TRAINING CLASSES	2,000.00	5,915.01	295.75%
MUSEUM DONATIONS	475.00	510.80	107.54%
MUSEUM ADMISSION FEES	9,000.00	6,951.10	77.23%
NJCAA TOURNAMENT	0.00	0.00	#DIV/0!
COMMUNITY ARTS BLDG RENTALS	1,000.00	7,290.00	729.00%
OPERA HOUSE PERFORMANCES	1,500.00	-600.00	-40.00%
ELECTRIC THEATER RENTALS	60,400.00	6,700.00	11.09%
TRIPAK PASS SALES	0.00	-2,378.46	#DIV/0!
WALKING TOUR REVENUES	3,000.00	1,669.96	55.67%
SOCIAL HALL RENTALS	20,000.00	13,023.35	65.12%
EXHIBITS - COLLECTIONS	6,000.00	9,866.15	164.44%
NATURE CENTER	22,000.00	10,456.84	47.53%
AQUATIC CENTER	350,000.00	218,727.82	62.49%
YOUTH SPORTS	100,000.00	79,388.85	79.39%
ADULT SPORTS	50,000.00	37,182.00	74.36%
RACES	300,000.00	235,080.16	78.36%
SOFTBALL LEAGUES	360,000.00	294,487.54	81.80%
ARTS FAIR REVENUE	40,000.00	34,065.14	85.16%
SPECIAL COMMUNITY EVENTS	2,600.00	428.00	16.46%
SWIMMING POOL FEES	116,800.00	49,530.28	42.41%
RECREATION FEES	5,000.00	5,073.50	101.47%

CITY OF ST. GEORGE, UT
GENERAL FUND REVENUES
NINE MONTHS ENDED MARCH 31, 2016

75% OF THE BUDGET YEAR

REVENUE SOURCE	ADJUSTED BUDGET	ACTUAL THRU MAR. 31, 2016	PCT RECEIVED
RECREATION CENTER FEES	143,000.00	108,315.90	75.75%
OPERA HOUSE RENTALS	12,000.00	3,986.00	33.22%
RECREATION FACILITY RENTALS	30,000.00	20,377.34	67.92%
TENNIS CLASSES ETC.	120,000.00	110,820.00	92.35%
MARATHON REVENUES	759,700.00	111,070.53	14.62%
RECREATION CLASS FEES	0.00	1,320.00	#DIV/0!
ST GEORGE CAROUSEL	30,000.00	5,042.60	16.81%
CEMETERY LOT SALES	120,000.00	108,090.00	90.08%
BURIAL FEES	125,000.00	103,300.00	82.64%
TRAFFIC SCHOOL FEES	45,000.00	30,501.60	67.78%
COURT FINES	940,000.00	589,133.55	62.67%
POLICE WARRANTS	16,000.00	14,400.00	90.00%
ACE PENALTIES	35,000.00	7,429.00	21.23%
ACE COSTS	10,000.00	2,189.00	21.89%
ACE ABATEMENTS	0.00	0.00	#DIV/0!
INTEREST EARNINGS	85,000.00	79,315.92	93.31%
RENTS AND ROYALTIES	30,000.00	48,389.45	161.30%
SALE OF PROPERTY	30,000.00	70,033.65	233.45%
POLICE EVIDENCE IMPOUND	2,500.00	6,047.47	241.90%
LEASE AGREEMENTS	1,355,900.00	0.00	0.00%
MISCELLANEOUS SUNDRY REVENUES	75,000.00	43,265.00	57.69%
ORTHOPHOTOGRAPHY MAPS	500.00	32.91	6.58%
MISS ST GEORGE PRINCESS	0.00	0.00	#DIV/0!
COMPOST SALES - REUSE	30,000.00	12,868.98	42.90%
ROADBASE SALES - REUSE	2,500.00	900.61	36.02%
AIRPORT REVENUES	961,562.00	797,126.27	82.90%
MAINTENANCE AT AIRPORT	7,100.00	5,338.17	75.19%
CONTRIBUTIONS FROM OTHER	100,000.00	7,600.79	7.60%
TRANSFERS FROM OTHER FUNDS	9,565,330.00	3,720,994.69	38.90%
CONTRIBUTIONS FROM PRIVATE	20,000.00	7,458.72	37.29%
MEDIAN LANDSCAPE FEES	15,000.00	2,040.00	13.60%
ANIMAL SHELTER DONATIONS	0.00	1.78	#DIV/0!
ANIMAL TRAINING DONATIONS	0.00	6,250.80	#DIV/0!
POLICE PROJECT LIFESAVER	0.00	7,593.47	#DIV/0!
APPROPRIATED FUND BALANCE			
RED HILLS GOLF COURSE	762,885.00	463,131.94	60.71%
GOLF ADMINISTRATION	49,100.00	50,432.68	102.71%
SOUTHGATE GOLF COURSE	1,188,575.00	827,677.94	69.64%
ST GEORGE GOLF CLUB	697,240.00	455,133.36	65.28%
SUNBROOK GOLF COURSE	1,496,700.00	1,098,611.08	73.40%
TOTAL GENERAL FUND REVENUES	63,066,948.00	43,461,999.87	68.91%

CITY OF ST. GEORGE, UT
EXPENDITURE STATUS REPORT BY CATEGORY
NINE MONTHS ENDED MARCH 31, 2016

75% OF THE BUDGET YEAR

GENERAL FUND	ADJUSTED BUDGET	ACTUAL THRU MAR. 31, 2016	REMAINING BALANCE	PCT USED
MAYOR & COUNCIL	596,200.00	448,522.06	147,677.94	75.23%
CITY MANAGER	270,803.00	189,594.98	81,208.02	70.01%
HUMAN RESOURCES	412,350.00	303,507.66	108,842.34	73.60%
ADMINISTRATIVE SERVICES (FINANCE)	2,007,015.00	1,408,842.92	598,172.08	70.20%
TECHNOLOGY SERVICES	1,386,412.00	1,001,597.22	384,814.78	72.24%
LEGAL SERVICES	1,298,092.00	861,738.31	436,353.69	66.38%
BUILDING MAINTENANCE	1,895,754.00	1,149,019.91	746,734.09	60.61%
ELECTIONS	69,000.00	58,829.64	10,170.36	85.26%
PLANNING COMMISSION	12,700.00	6,300.00	6,400.00	49.61%
POLICE	13,780,468.00	9,919,870.62	3,860,597.38	71.99%
HIDTA GRANT	153,573.00	115,771.93	37,801.07	75.39%
POLICE DISPATCH	3,259,282.00	2,070,038.48	1,189,243.52	63.51%
CCJJ GRANT	51,500.00	31,030.00	20,470.00	60.25%
SAFG (State Asset Forfeiture Grant)	49,860.00	19,866.38	29,993.62	39.84%
FIRE DEPARTMENT	5,331,584.00	3,380,328.02	1,951,255.98	63.40%
CODE ENFORCEMENT	182,299.00	112,561.64	69,737.36	61.75%
PUBLIC WORKS ADMINISTRATION	289,605.00	139,028.50	150,576.50	48.01%
STREETS	5,046,072.00	3,320,902.09	1,725,169.91	65.81%
FLEET MAINTENANCE	2,892,190.00	860,355.87	2,031,834.13	29.75%
ENGINEERING	737,188.00	529,973.68	207,214.32	71.89%
PARKS	5,501,420.00	3,742,626.60	1,758,793.40	68.03%
DESIGN	725,420.00	510,572.29	214,847.71	70.38%
NATURE CENTER & YOUTH PROGRAMS	99,086.00	56,876.05	42,209.95	57.40%
SOFTBALL PROGRAMS	358,685.00	195,742.79	162,942.21	54.57%
SPORTS FIELD MAINTENANCE	623,616.00	370,363.82	253,252.18	59.39%
SPECIAL EVENTS & PROGRAMS	319,845.00	194,404.43	125,440.57	60.78%
YOUTH SPORTS PROGRAMS	173,351.00	107,237.09	66,113.91	61.86%
ADULT SPORTS PROGRAMS	190,502.00	110,292.89	80,209.11	57.90%
RECREATION	595,947.00	355,591.93	240,355.07	59.67%
EXHIBITS AND COLLECTIONS	247,694.00	208,492.62	39,201.38	84.17%
COMMUNITY ARTS	301,033.00	173,975.06	127,057.94	57.79%
HISTORIC OPERA HOUSE	84,714.00	52,510.99	32,203.01	61.99%
HISTORIC COURTHOUSE	23,200.00	16,061.30	7,138.70	69.23%
LEISURE SERVICES ADMINISTRATION	333,030.00	224,602.49	108,427.51	67.44%
RECREATION CENTER	560,079.00	385,713.36	174,365.64	68.87%
MARATHON	652,142.00	545,425.81	106,716.19	83.64%
COMMUNITY CENTER	3,300.00	1,787.81	1,512.19	54.18%
ELECTRIC THEATER	29,200.00	14,058.83	15,141.17	48.15%
CEMETERY	516,464.00	292,325.08	224,138.92	56.60%
ECONOMIC DEVELOPMENT & HOUSING	527,128.00	229,730.89	297,397.11	43.58%
DEVELOPMENT SERVICES ADMIN.	1,841,184.00	1,304,724.13	536,459.87	70.86%
DEBT SERVICE	28,395.00	21,296.25	7,098.75	75.00%
TRANSFERS TO OTHER FUNDS	2,723,325.00	211,765.00	2,511,560.00	7.78%
AIRPORT	1,048,599.00	677,089.93	371,509.07	64.57%
SWIMMING POOL	237,537.00	126,237.51	111,299.49	53.14%
SAND HOLLOW AQUATIC CENTER	872,510.00	566,873.07	305,636.93	64.97%
RED HILLS GOLF COURSE	615,576.00	458,872.20	156,703.80	74.54%
GOLF ADMINISTRATION	213,861.00	108,392.52	105,468.48	50.68%
SOUTHGATE GOLF COURSE	1,111,816.00	854,723.82	257,092.18	76.88%
ST GEORGE GOLF CLUB	1,088,903.00	794,420.56	294,482.44	72.96%
SUNBROOK GOLF COURSE	1,697,439.00	1,298,999.06	398,439.94	76.53%
TOTAL GENERAL FUND	63,066,948.00	40,139,466.09	22,927,481.91	63.65%

CITY OF ST. GEORGE, UT
REVENUE COMPARISONS
NINE MONTHS ENDED MARCH 31, 2016

	FYE <u>JUNE 2016</u>	FYE <u>JUNE 2015</u>	FY2016 as a <u>% of FY2015</u>
GENERAL FUND:			
PROPERTY TAXES	8,916,563	8,746,992	101.94%
FRANCHISE TAXES	5,134,857	5,032,421	102.04%
SALES TAXES	13,072,312	12,186,774	107.27%
BUSINESS LICENSES	620,350	594,063	104.43%
BUILDING PERMITS	1,202,072	1,048,733	114.62%
FEDERAL GRANTS	95,323	256,368	37.18%
STATE GRANTS	107,167	29,091	368.38%
CLASS "C" ROAD FUNDS	2,098,629	2,053,932	102.18%
LIQUOR FUNDS	101,627	101,658	99.97%
PLANNING FEES	335,964	209,456	160.40%
POLICE FEES (911, ETC.)	1,843,462	1,825,393	100.99%
RECREATION	1,368,385	1,315,035	104.06%
FINES	643,653	627,929	102.50%
CEMETERY	211,390	193,598	109.19%
INTEREST	79,316	59,259	133.85%
AIRPORT	797,126	689,541	115.60%
TRANSFERS	3,720,995	3,472,500	107.16%
OTHER	217,822	221,199	98.47%
GOLF COURSES	2,894,987	2,823,009	102.55%
Total General Fund	43,462,000	41,486,951	104.76%
DIXIE CENTER OPERATIONS	\$1,474,594	\$967,272	152.45%
CDBG BLOCK GRANT FUND	\$424,998	\$99,476	427.24%
PARK IMPACT FUND	\$1,250,949	\$1,544,829	80.98%
STREET IMPACT FUND	\$881,708	\$688,209	128.12%
DRAINAGE IMPACT FUND	\$394,205	\$299,047	131.82%
FIRE DEPT IMPACT FUND	\$180,490	\$185,773	97.16%
POLICE DEPT IMPACT FUND	\$77,227	\$76,411	101.07%
WATER UTILITY FUND (w/ impact fees)	\$14,589,645	\$13,768,724	105.96%
WASTEWATER COLLECTION (w/impact fees)	\$4,383,044	\$4,485,149	97.72%
ELECTRIC UTILITY (w/impact fees)	\$47,699,340	\$48,319,440	98.72%
REGIONAL WASTEWATER (w/impact fees)	\$4,314,324	\$3,944,813	109.37%
SUNTRAN TRANSIT FUND	\$912,703	\$1,033,389	88.32%
TRANS. IMPROV. FUND	\$4,594,731	\$3,729,808	123.19%
REPLMNT AIRPORT FUND	\$2,486,463	\$275,000	904.17%
SWITCHPOINT FUND	\$362,100	\$0	#DIV/0!
RAP TAX FUND	\$8,861,824	\$0	#DIV/0!

CITY OF ST. GEORGE, UT
MONTHLY COUNCIL REPORT
NINE MONTHS ENDED MARCH 31, 2016

	<u>ADJUSTED EXPENSE BUDGET</u>	<u>REVENUE</u>	<u>EXPENDITURES</u>	
10 GENERAL FUND (includes Golf Courses)	\$63,066,948	\$43,462,000	\$40,139,466	63.65%
53 & 83 ELECTRIC FUND (includes impact)	\$65,221,364	\$47,699,340	\$38,845,792	59.56%
51 & 81 WATER FUND (includes impact)	\$19,842,351	\$14,589,645	\$11,081,000	55.85%
52 & 82 WASTEWATER COLLECT (includes impact)	\$6,553,993	\$4,383,044	\$3,974,090	60.64%
62 & 86 WASTEWATER TREATMNT (includes impact)	\$6,290,084	\$4,314,324	\$3,333,562	53.00%
32 CDBG BLOCK GRANT FUND	\$463,000	\$424,998	\$360,933	77.96%
84 SALES TAX BOND - CAPITAL PROJ FUND	\$6,140,692	\$4,080,192	\$3,420,714	55.71%
30 DIXIE CENTER OPERATIONS	\$1,264,463	\$1,474,594	\$1,006,212	79.58%
40 CAPITAL EQUIPMENT FUND	\$10,980,778	\$869,140	\$3,207,876	29.21%
87 PUBLIC WORKS CAPITAL PROJ FUND	\$11,126,000	\$617,810	\$5,512,243	49.54%
88 REPLACEMENT AIRPORT CONST. FUND	\$4,144,091	\$2,486,463	\$4,100,802	98.96%
44 PARK IMPACT FUND	\$4,606,187	\$1,250,949	\$410,607	8.91%
45 STREET IMPACT FUND	\$1,995,000	\$881,708	\$7,832	0.39%
47 DRAINAGE IMPACT FUND	\$655,000	\$394,205	\$16,779	2.56%
48 FIRE IMPACT FUND	\$2,500	\$180,490	\$929	37.15%
49 POLICE IMPACT FUND	\$72,500	\$77,227	\$53,429	73.69%
64 SUNTRAN TRANSIT FUND	\$1,982,805	\$912,703	\$1,329,230	67.04%
27 TRANSPORTATION IMPROV FUND	\$6,249,500	\$4,594,731	\$504,581	8.07%
21 SWITCHPOINT RESOURCE CENTER	\$803,551	\$362,100	\$557,705	69.41%
80 RAP TAX FUND	\$9,084,599	\$8,861,824	\$1,487,461	16.37%

DRAFTAgenda Item Number : **2A**

Request For Council Action

Date Submitted 2016-04-15 09:58:55**Applicant** Water Services**Quick Title** Change Order to WWTP SCADA Upgrade PSA**Subject** Consider approval of a change order to the Professional Services Agreement for the SCADA Upgrade Project at the Wastewater Treatment Plant

Discussion We are in the process of upgrading the entire automation and controls of the wastewater treatment plant. We have a contract agreement with Keith Christensen, Automation 'N Controls to assist with the upgrade. Several changes to the scope of work have been necessary because of the nature of the work and condition of the system. During the SCADA upgrade, we have identified additional process automation which will allow us to better optimize the treatment plant efficiency. We have also identified changes to components that will provide a seamless SCADA integration with the future plant expansions.

Cost \$68,000

City Manager Recommendation Recommend approval. These upgrades make us more efficient and improve our processes and capacity.

Action Taken**Requested by** Scott Taylor**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments**

CHANGE ORDER

Date: April 18, 2011

NAME OF PROJECT: WWTP SCADA Upgrade Project

OWNER: City of St. George

CONTRACTOR: Automation 'N Controls.

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification: During the SCADA Upgrade Project, several changes were required due to the following:

1. The scope of work provided by the contractor was based on As-built drawings from the original WWTP construction and two subsequent expansions. The as-built drawings for the 1991 plant expansion were incomplete and erroneous. Several items had to be changed and/or added to the Scope of Work due to the incomplete as-built drawings.
2. During the course of SCADA upgrade project, it was decided that it would be in the City's best interest to account for and design for the future expansions of the treatment plant. This would allow for a seamless integration with the future expansions and provide for a single SCADA system, rather than try to add to the SCADA system in the future.
3. During the past several months, there have been multiple problems with the current SCADA system. The upgrade project is replacing the existing SCADA system one piece at a time, and one treatment process at a time. As SCADA equipment and controls have failed, we have asked the Contractor to assist in providing a "temporary fix" so that the WWTP can continue to operate. The temporary fixes will be replaced as the upgrade project progresses to that control section of the plant.

CHANGE TO CONTRACT PRICE:

Original CONTRACT PRICE

\$ 144,000

Current CONTRACT PRICE adjusted by previous CHANGE ORDERS

\$ 64,540

The CONTRACT PRICE due to this CHANGE ORDER will be (decreased) by:

\$ 68,000

The new CONTRACT PRICE including this CHANGE ORDER will be

\$ 276,500

CITY OF ST. GEORGE: _____

DRAFTAgenda Item Number : **2B**

Request For Council Action

Date Submitted 2016-04-12 08:56:59**Applicant** Water Services Dept.**Quick Title** Cost Share & Reimbursement Agreement- Foremaster Ridge Pump Sta.**Subject** Consider Approval of a Cost Share and Reimbursement Agreement for a culinary water booster pump station that will serve the Foremaster Ridge area

Discussion A new development is planned for the south end of Foremaster Ridge. The existing waterline that feeds Foremaster Ridge from the North is not able to serve the new development. A new booster pump station needs to be built to provide a second source of water from the south end of Foremaster Ridge. The new pump station will provide a redundant source of water to the area, as well as provide means of delivering water from the Millcreek/Mountain Springs pressure zones to the Quail Creek pressure zones, giving the City more options and greater redundancy. With this agreement, the City agrees to pay 1/4 of the cost of the pump station, up to \$121,916.

Cost \$121,916**City Manager Recommendation** Recommend approval.**Action Taken****Requested by** Scott Taylor**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments**

**CITY OF ST. GEORGE COSTSHARE AND REIMBURSEMENT AGREEMENT
FOR FOREMASTER RIDGE BOOSTER PUMP STATION
WITH SOMETHING OF WORKTH, L.L.C.
(Developer Construct-City Reimburse Developer)**

This agreement is made effective as of _____, 2016, by and between the City of St. George, Utah, a Utah municipality, hereinafter referred to as "CITY" and SOMETHING OF WORTH, L.L.C., a Utah limited liability company hereinafter referred to as "DEVELOPER". CITY and DEVELOPER are herein collectively referred to as the "Parties".

RECITALS

Whereas, DEVELOPER plans to subdivide and develop a parcel of land that is located at the southerly end of Foremaster Ridge, said development being known as the South Rim at Foremaster Ridge Subdivision (Exhibit A); and

Whereas, DEVELOPER is required to install a culinary water booster pump station to provide adequate culinary water service to the development; and

Whereas CITY benefits from the installation of said culinary water booster pump station in that the booster pump station and connection to the water main line in Riverside Drive will provide a second and redundant water source to the entire Foremaster Ridge area, therefore CITY is willing to pay for a portion of the booster pump station; and

Whereas, the City Council has determined that this agreement is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. **The Project.** DEVELOPER will design and construct a culinary water booster pump station and appurtenant supply line. The booster pump station supply line will connect to an existing 24-inch diameter waterline located in Riverside Drive, near the intersection of 1150 South Riverbend Drive. The booster pump will be capable of pumping water from the Quail Creek pressure zone to the Industrial Tank pressure zone. As a minimum, the booster pump station shall be equipped with (1) 100 gallon per minute (gpm) pump, (2) 500 gpm pumps, and (1) pressure maintaining pump. The pump station shall be equipped with an automatic backup diesel generator capable of providing adequate power for the pump station to remain fully operational in the event of a power outage. The booster pump station shall be constructed on property provided by the CITY. The CITY shall provide the integration of the SCADA controls with the existing CITY SCADA system. CITY shall waive any impact fees for the power supply to the pump station.

CITY shall review and approve all pump station calculations and design drawings prior to construction. DEVELOPER will pay for all costs associated with the design and construction of said booster pump station except as provided herein.

2. Cost Sharing for pump station and appurtenances.

- a. CITY agrees to contribute to DEVELOPER a total amount representing 25% of the actual cost of the project up to but not to exceed \$121,916 which amount is based on the Engineers Opinion of Probable Construction Costs as identified in Exhibit "B".
- b. Upon completion of the Project to CITY'S satisfaction, DEVELOPER shall request reimbursement from CITY in writing. The request for reimbursement shall be accompanied by a detailed description of the costs of the Project. CITY may request more information from DEVELOPER regarding the actual costs and management of the Project, and DEVELOPER shall comply with any such request. Within a reasonable time of the receipt of the request for reimbursement and any requested additional information, CITY will reimburse DEVELOPER. The amount of CITY'S obligation for reimbursement shall not increase due to an increase in the costs of construction without the express written consent of CITY.

3. Representatives. The representative for the CITY for this Project will be Scott Taylor. The representative for DEVELOPER will be Brent Gardner, Alpha Engineering Company.

4. Design And Construction Standards. All design, construction, inspection, and testing associated with the Project shall comply with the City of St. George Standard Specifications for Design and Construction. It shall be the responsibility of DEVELOPER to ensure compliance with the standard specifications, and no reimbursement shall be made under this Agreement until CITY determines that the Project is in compliance with the standard specifications.

5. Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of the police power by CITY in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement, but which shall not be retroactively applied to or modify this Agreement.

6. Exhibits. All exhibits attached hereto are incorporated in this agreement.

7. Indemnity And Liability. DEVELOPER shall indemnify CITY against all claims, demands, causes or action, suits or judgments, including but not limited to all claims, demands, causes of action, suits or judgments for death or injuries to persons or for loss of or damage to property, arising out of or in connection with the Project to the extent that it relates to performance of construction or injury or damage related to the acts of

DEVELOPER or its agents or assigns. In the event of any such claims made or suits filed against the CITY, CITY shall give DEVELOPER prompt written notice. DEVELOPER agrees to defend against any claims brought or actions filed against CITY, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought or an action filed with respect to the subject of indemnity herein, DEVELOPER agrees that CITY may employ attorneys of its own selection to appear and defend the claim or action on its own behalf at the expense of DEVELOPER. Said attorney fees shall be reasonable and subject to review by DEVELOPER. DEVELOPER shall be responsible for all costs associated with any claim, demand, action, suit or judgment including attorney fees for which they indemnify or defend CITY.

8. Compliance with Applicable Laws. DEVELOPER expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve DEVELOPER from any obligation to comply with all applicable requirements of CITY including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of CITY, except as modified, waived or declared in this Agreement.
9. Assignment. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without prior written consent of CITY, which consent shall not be unreasonably withheld.
10. Binding Effect. All of the provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.
11. No Joint Venture, Partnership or Third Party Rights. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
12. Integration. This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.
13. Severability. If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

14. Governing Law and Venue. This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.

15. Notices. All notices required herein, and subsequent correspondence in connection with this agreement shall be mailed to the following:

SOMETHING OF WORTH, L.L.C.

c/o Howard Foremaster
3025 S. Camino Real
Washington, UT 84780

c/o Terry L. Wade, Durham Jones & Pinegar
192 East 200 North, 3rd Floor
St. George, UT 84770

CITY OF ST. GEORGE:

c/o Scott Taylor
175 East 200 North
St. George, Utah 84770

Such notices shall be deemed delivered following the mailing of such notices in the United States mail. Adequate notice shall be deemed given at the addresses set forth herein unless written notice is given by either party of a change of address.

16. Legal Fees. Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fee, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney's fee including appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, court costs, and any other costs incurred in connection with such action.
17. Construction. Each of the parties hereto has had the opportunity to review this agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this agreement.
18. Survival. It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
19. Headings. The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

20. Counterparts. This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.

21. Authority of Parties. The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first above written.

SOMETHING OF WORTH, L.L.C.

By: Howard Foremaster
Howard Foremaster, Manager

CITY OF ST. GEORGE

By: _____
Jonathan Pike, Mayor

Attest: _____
Christina Fernandez, City Recorder

APPROVED AS TO FORM

Paula Houston 4-6-11
Paula Houston, Deputy City Attorney

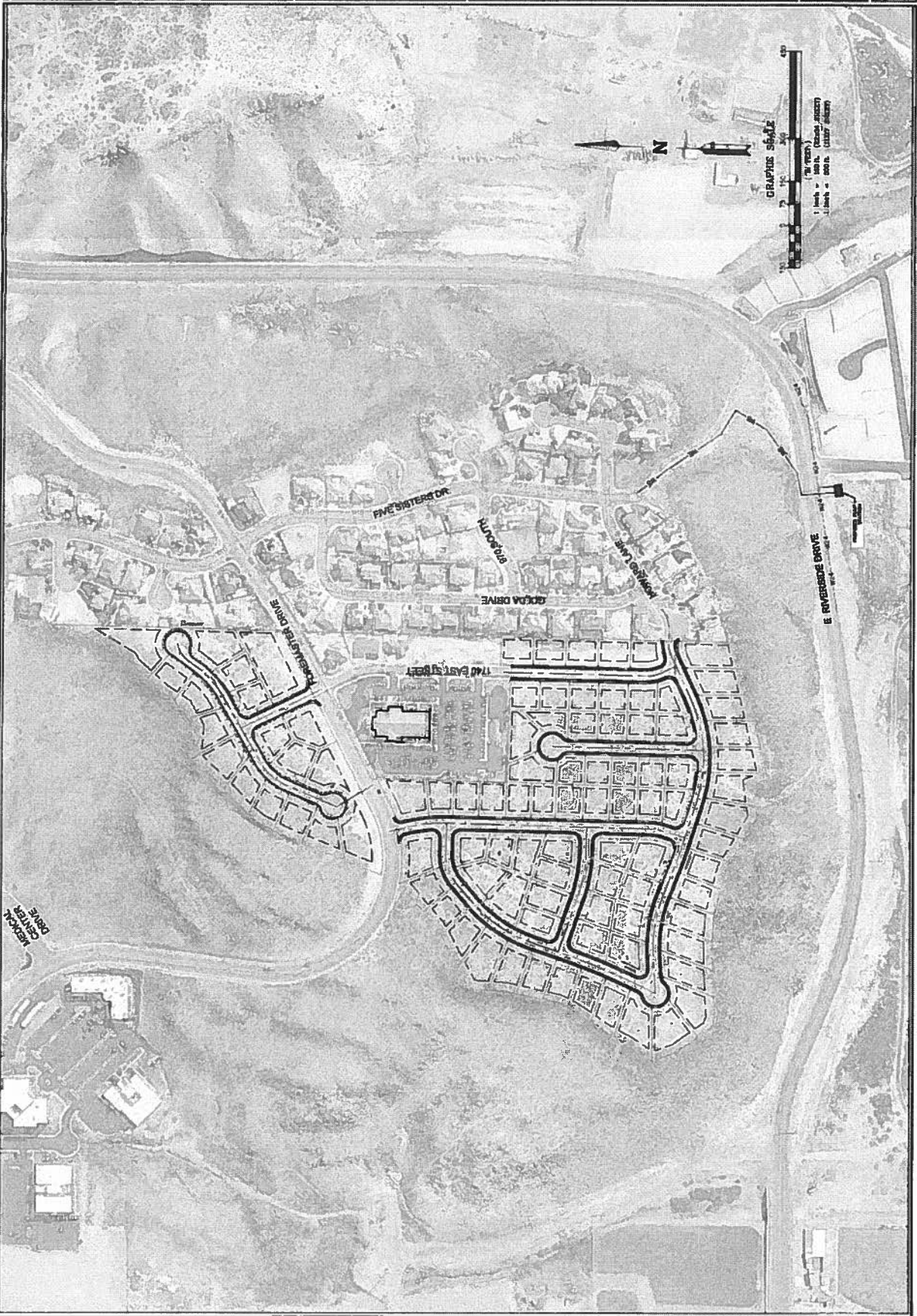


EXHIBIT B
EAST RIDGE BOOSTER PUMP STATION
Preliminary Engineer's Opinion of Probable Construction Costs

Date - December 31, 2015

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	ITEM PRICE
1	Mobilization @ 5%	1	L.S.	\$18,600.00	\$18,600.00
2	Booster Pump Station	1	Each	\$295,000.00	\$295,000.00
3	8" PVC Diameter Pipeline	1,000	L.F.	\$35.00	\$35,000.00
4	24" x 8" Connection	1	Each	\$12,000.00	\$12,000.00
5	8" Valve	4	Each	\$2,500.00	\$10,000.00
6	Pump Station Earthwork & Grading	1	L.S.	\$7,500.00	\$7,500.00
7	Asphalt Repair	400	S.F.	\$5.00	\$2,000.00
8	Power Connection	1	L.S.	\$10,000.00	\$10,000.00
SUBTOTAL OF SCHEDULE					\$390,100.00
10% CONTINGENCY					\$39,010.00
ENGINEERING & CONSTRUCTION MANAGEMENT					\$58,554.00
TOTAL OF SCHEDULE					\$487,664.00

DRAFTAgenda Item Number : **2C**

Request For Council Action

Date Submitted 2016-04-14 14:25:52**Applicant** Jay Sandberg**Quick Title** Approve Reimbursement Agreement**Subject** Approve a Reimbursement Agreement with the Washington County Flood Control Authority in the amount of \$127,433.

Discussion This agreement reimburses the city for work that was performed under the Dixie Center Erosion Protection Contract and funded by the Flood Control Authority. The work included additional irrigation and plantings along the Virgin River near St. James Park and the Dixie Center (both sides of the Virgin River). It also includes work completed to enhance and expand a detention basin near the Millcreek Power Generation Facility along the Virgin River that was funded by a Grant awarded to the Flood Control Authority.

Cost \$0.00

City Manager Recommendation Allows the City to recover costs associated with the project along the Virgin River adjacent to the Confluence Park, St. James, and the Millcreek generation facility. Recommend approval.

Action Taken**Requested by** Jay Sandberg**File Attachments** [Dixie Center Erosion CWA 319 Grant.pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:**

Additional Comments No direct City funds are being used. This is a pass-through from the Flood Control Authority to the contractor (PCI) who performed the work under the Dixie Center Erosion Protection Project.

Attachments [Dixie Center Erosion CWA 319 Grant.pdf](#)

**WASHINGTON COUNTY FLOOD CONTROL AUTHORITY
REIMBURSEMENT AGREEMENT
FOR DIXIE CENTER EROSION PROTECTION
AND CWA 319 GRANT
WITH CITY OF ST. GEORGE**

THIS AGREEMENT dated the ____ day of, ____ 2016, between St. George City, (hereinafter "CITY"), a municipal corporation, and the Washington County Flood Control Authority, (hereinafter "AUTHORITY").

RECITALS

Whereas, CITY and AUTHORITY wish to enter into an agreement to design and construct flood control improvements known as the *Dixie Center Erosion Protection Project including CWA 319 Grant* located within the City of St. George, and hereinafter referred to as "Project", which shall be partially funded by the AUTHORITY; and

Whereas, AUTHORITY determined that the Project was within the mission of AUTHORITY, that they had funds available and that this was an appropriate project to assist on by providing funding therefore they authorized funding for the Project; and

WHEREAS, CITY will construct and manage the Project and AUTHORITY will reimburse CITY for a portion of the work done on the project as provided herein.

AGREEMENT

NOW THEREFORE, in consideration of the covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AUTHORITY and CITY agree as follows:

1. Project: At its own expense CITY shall design and construct the Project as described in the scope of work (Exhibit A which is hereby incorporated into this document). All aspects of the work shall be under the direction of CITY and shall be the sole responsibility of CITY. The Project shall be constructed consistent with the approved construction drawings on file with CITY. The Project shall not be deemed complete until accepted by CITY. Upon completion of construction, CITY shall assume all maintenance responsibilities and costs. CITY acknowledges that AUTHORITY does not have any ownership interest in, or any continuing liability relative to the Project other than the obligation to pay the reimbursement amount provided herein. CITY may construct or install other improvements in conjunction with Project but those improvements shall not be considered part of the Project and shall have no effect on the amount of funds reimbursed to CITY. Changes to the Project that increase AUTHORITY's cost participation will not be made without consent from both parties to this Agreement.
2. Compliance with City Design and Construction on Standards: CITY acknowledges and agrees that it must comply with all applicable laws and requirements necessary for completion of the Project and compliance with the CITY design and construction standards.
3. Reimbursement: CITY and AUTHORITY anticipate the total cost of the Project to be \$127,433 of which \$65,266 is in AUTHORITY's current budget and the remaining \$62,167 will be from a

reimbursement Grant as described in Exhibit B. AUTHORITY agrees to reimburse CITY for the actual costs of the Project up to \$127,433. CITY agrees to pay the remaining costs of the Project. A cost breakdown of the Project is shown in Exhibit A.

- a. Payment of AUTHORITY's obligation shall be made within thirty (30) days of written notification of the completion of the Project and written proof of the actual costs of the Project.
 - b. AUTHORITY reserves the right to adjust the payment plan if funds are not available. Available funds mean funds held by AUTHORITY in excess of 20% of the fees collected from the Primary Members of AUTHORITY during a fiscal year.
 - c. AUTHORITY shall not pay any CITY administrative fees. Administrative fees shall not be included in the price of the Project.
 - d. Pursuant to the Interlocal Agreement for the AUTHORITY the withdrawal of any Primary Member of the AUTHORITY from the AUTHORITY shall not adversely affect this Agreement or relieve the withdrawing Primary Member of its obligation to pay its share of obligations, indebtedness and liabilities incurred prior to withdrawal.
4. Indemnity. CITY shall defend, indemnify, save and hold harmless AUTHORITY, its governing body, officers, and agents against all claims, demands, causes or action, suits or judgments, including but not limited to all claims, demands, causes of action, suits or judgments for death or injuries to persons or for loss of or damage to property, arising out of or in connection with the acts of City as they relate to this Agreement. In the event of any such claims made or suits filed against AUTHORITY, AUTHORITY shall give CITY prompt written notice. CITY agrees to defend against any claims brought or actions filed against AUTHORITY, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought or an action filed with respect to the subject of indemnity herein, CITY agrees that AUTHORITY may employ attorneys of its own selection to appear and defend the claim or action on its own behalf at the expense of CITY. Said attorney fees shall be reasonable and subject to review by CITY.
- a. CITY shall indemnify, defend, save and hold harmless AUTHORITY, its governing body, officers, and representatives against any and all claims, suits, causes of action, demands, losses, costs, and damages and liability of every kind including but not limited to all fees and charges of attorneys and other professionals and all court or other dispute resolution costs for:
 - i. death or injuries to persons or for loss of or damage to property caused by, resulting from, or arising out of or in connection with the acts of City as they relate to this Agreement;
 - ii. CITY's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under this Agreement;
 - iii. claims by any employee of the CITY, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, CITY'S indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CITY or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.
 - b. AUTHORITY shall give CITY prompt written notice of any such claims or suits filed against AUTHORITY arising under this Agreement. CITY agrees to defend against any claims brought or actions filed against AUTHORITY arising out of the services provided under this Agreement, whether such claims or actions are rightfully or wrongfully brought or filed. When a claim is brought or an action filed with respect to the subject of indemnity herein,

CITY agrees that AUTHORITY may employ a separate attorney of its own selection to appear and defend the claim or action on its own behalf at the expense of CITY. CITY shall be responsible for all costs associated with any claim, demand, action, suit or judgment including attorney fees for AUTHORITY.

- c. The insurance requirements in this agreement shall not be construed as limiting CITY'S liability. Irrespective of the requirements for CITY to carry insurance as provided herein, insolvency, bankruptcy or failure of any insurance company to pay all claims accruing shall not be held to relieve CITY of any obligations under this agreement.
5. Insurance: CITY shall have a continuing duty to require any contractor engaged to perform the work on the Project to procure and maintain insurance against claims for injuries to persons or damages to the property which may arise from, or in connection with the exercise of the rights, privileges, and authority granted hereunder to the CITY, its agents, representatives, or employees in accordance with the CITY standard insurance requirements. CITY shall provide to the AUTHORITY for its records an insurance certificate from contractor naming the AUTHORITY as an additional insured as its respective interests may appear prior to the commencement of any work or installation of any facilities pursuant to this franchise.
6. Assignment. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without prior written consent of CITY and AUTHORITY, which consent, shall not be unreasonably withheld.
7. Binding Effect. All of the provisions of this Agreement shall inure to the benefit of and be binding upon the heirs, assigns, receivers and successors of the parties.
8. No Joint Venture, Partnership or Third Party Rights. Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture between AUTHORITY and CITY. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
9. Integration. This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.
10. Severability. If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, such a decision shall not affect any other part or provision of this Agreement.
11. Survival. It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
12. Headings. The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
13. Governing Law and Venue. This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The

parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.

14. Notices. All notices required herein, and subsequent correspondence in connection with this agreement shall be given in writing and shall be mailed to the following:

Washington County Flood Control Authority
Attn: Washington County Public Works Director
197 East Tabernacle
St. George, UT, 84770

St. George City
Attn: Public Works Director
175 East 200 North
St. George, Utah, 84770

Such notices shall be deemed delivered following the mailing of such notices in the United States mail. Adequate notice shall be deemed given at the addresses set forth herein unless written notice is given by either party of a change of address.

15. Attorney Fees and Court Costs. In the event of any litigation between the parties arising out of or related to this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorney fees, court costs, and any other reasonable costs incurred in connection with such action, whether at trial or on appeal.
16. Counterparts. This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
17. Authority of Parties. The parties executing this Agreement warrant and represent that they are duly authorized to do so in the capacity stated.

Washington County Flood Control Authority:


Jonathan T. Pike, Chairman

City of St. George:

Jonathan T. Pike, Mayor

Attest: Christina Fernandez, City Recorder

Approved as to form:

Paula Houston, Deputy City Attorney:

STATE OF UTAH)
 ss.
County of Washington)

On the 5 day of April 2018, personally appeared before me, Jonathan T. Pike, who being by me duly sworn did say that he is the Chairman of the Washington County Flood Control Authority Executive Committee and that he executed the foregoing document on behalf of said entity being authorized and empowered to do so.

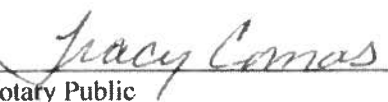

Notary Public



Exhibit A

9.1 CHANGE ORDER

CITY CITY OF ST. GEORGE
175 EAST 200 NORTH
ST. GEORGE, UTAH 84770



PROJECT DIXIE CENTER EROSION PROTECTION PROJECT
INQUIRY NO. 15-0042

CHANGE NO: 6

DATE: 2/25/2016

CONTRACTOR: Progressive Contracting, Inc.

The following changes are hereby made to the Contract Documents:

ITEM 1: Additional Work Approved by Flood Authority. Increase Amount: \$48,923.73.

Justification: Additional work approved by the local Flood Authority. See attached PCI change order form.

ITEM 2: Extension of Contract Time. Increase Amount: 32 Calendar Days.

Justification: In order to complete the work described above the contract time needs to be extended.

Original Contract Price	\$655,944.36
Current Contract Price adjusted by previous Change Orders	\$742,508.69
The Contract Price due to this Change Order will be increased by	\$48,923.73
The new Contract Price including this Change Order will be	\$791,432.42

CHANGE TO CONTRACT TIME

The Contract Time due to this Change Order will be increased by 32 calendar days.

The date for completion of all Work will be April 1, 2016.

APPROVALS

ENGINEER:

CONTRACTOR:

CITY:

[Signatures]

CHANGE ORDER FORM

CO#9

SIGNATURE _____

9.1 CHANGE ORDER

CITY CITY OF ST. GEORGE
175 EAST 200 NORTH
ST. GEORGE, UTAH 84770



PROJECT DIXIE CENTER EROSION PROTECTION PROJECT
INQUIRY NO. 15-0042

CHANGE NO: 4

DATE: 1/21/2016

CONTRACTOR: Progressive Contracting, Inc.

The following changes are hereby made to the Contract Documents:

ITEM 1: Irrigation Additions. Increase Amount: \$23,677.62.

Justification: In preparation for the Virgin River FEMA Mitigation project it was decided to install all of the necessary irrigation mainline, valves, decoders, controller wire, sleeves, and detectable warning tape for the future plants to be installed. This cost is only for the St. James side of the project. A separate change order (Change Order #3) was created for the 270 East side of the project. The costs for this irrigation installation will be covered by funds from the local Flood Authority. See attached PCI Change Order Form.

CHANGE TO CONTRACT PRICE

Original Contract Price	\$655,944.36
Current Contract Price adjusted by previous Change Orders	\$714,038.81
The Contract Price due to this Change Order will be increased by	\$23,677.62
The new Contract Price including this Change Order will be	\$737,716.43

CHANGE TO CONTRACT TIME

The Contract Time due to this Change Order will be increased by 15 calendar days.

The date for completion of all Work will be February 4, 2016.

APPROVALS

ENGINEER:

CONTRACTOR:

CITY:

[Handwritten signatures and initials]

Progressive Contracting, Inc

CHANGE ORDER FORM

Date: 2/2/2010
Project: Dixie Center EWP
Project Owner: City of St. George
Contractor: Progressive Contracting, Inc.
St. James side

C#10

ITEM #		QTY	UM	UNIT PRICE	AMOUNT
					\$ -
L-10	2 wire decoder	14.00	Each	\$ 180.80	\$ 2,531.20
L-11	2" Ball Valve	10.00	Each	\$ 73.45	\$ 734.50
L-12	4" Gate Valve	2.00	Each	\$ 129.95	\$ 259.90
L-13	Signature Quic Coupler	3.00	Each	\$ 124.30	\$ 372.90
L-14	Pull Box	7.00	Each	\$ 70.06	\$ 490.42
L-15	2" Main Line	1,490.00	Liner Feet	\$ 1.86	\$ 2,771.40
					\$ -
					\$ -
L-20	Maxi Wire	1,100.00	Liner Feet	\$ 1.07	\$ 1,177.00
L-21	Detectible Warning Tape	1,490.00	Liner Feet	\$ 0.17	\$ 253.30
New Item	1 1/2" Valve Kit	14.00	Each	\$ 603.20	\$ 8,444.80
New Item	1" sch 40 PVC	3,200.00	liner feet	\$ 1.55	\$ 4,960.00
New Item	4" sch 40 PVC	100.00	Liner feet	\$ 4.19	\$ 419.00
					\$ 428.00
New Item	2" Tie In	2.00	Each	\$ 214.00	
					\$ 835.20
New Item	4" Tie In	2.00	Each	\$ 417.60	
				TOTAL	\$ 23,677.62

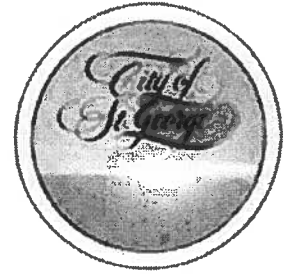
ACCEPTANCE BY: _____

TITLE: _____

SIGNATURE _____

9.1 CHANGE ORDER

CITY CITY OF ST. GEORGE
175 EAST 200 NORTH
ST. GEORGE, UTAH 84770



PROJECT DIXIE CENTER EROSION PROTECTION PROJECT
INQUIRY NO. 15-0042

CHANGE NO: 3

DATE: 12/17/2015

CONTRACTOR: Progressive Contracting, Inc.

The following changes are hereby made to the Contract Documents:

ITEM 1: Irrigation Additions. Increase Amount: \$27,891.94.

Justification: In preparation for the Virgin River FEMA Mitigation project it was decided to install all of the necessary irrigation mainline, valves, decoders, controller wire, sleeves, and detectable warning tape for the future plants to be installed. This cost is only for the 270 East side of the project. A separate change order will be created for the St. James side of the project. The costs for this irrigation installation will be covered by funds from the local Flood Authority. See attached PCI Change Order Form.

CHANGE TO CONTRACT PRICE

Original Contract Price	\$655,944.36
Current Contract Price adjusted by previous Change Orders	\$686,146.87
The Contract Price due to this Change Order will be increased by	\$27,891.94
The new Contract Price including this Change Order will be	\$714,038.81

CHANGE TO CONTRACT TIME

The Contract Time due to this Change Order will be increased by 15 calendar days.
The date for completion of all Work will be January 20, 2016

APPROVALS

ENGINEER:

CONTRACTOR:

CITY:

[Signatures]

Progressive Contracting, Inc

CHANGE ORDER FORM

Date 12/8/2015

CO#4

Project Dixie Center EWP

Project Owner City of St. George

Contractor Progressive Contracting, Inc

ITEM #		QTY	UM	UNIT PRICE	AMOUNT
L-9	1" Rainbird Control Valve	5.00	Each	\$ 395.50	\$ 1,977.50
L-10	2 wire decoder	22.00	Each	\$ 180.80	\$ 3,977.60
L-11	2" Ball Valve	15.00	Each	\$ 73.45	\$ 1,101.75
L-12	4" Gate Valve	1.00	Each	\$ 129.95	\$ 129.95
L-13	Signature Quic Coupler	8.00	Each	\$ 124.30	\$ 994.40
L-14	Pull Box	9.00	Each	\$ 70.06	\$ 630.54
L-15	2" Main Line	2,740.00	Liner Feet	\$ 1.86	\$ 5,096.40
L-18	4" PVC Sleeve	30.00	Liner Feet	\$ 3.50	\$ 105.00
L-19	6" PVC Sleeve	30.00	Liner Feet	\$ 5.42	\$ 162.60
L-20	Max Wire	2,800.00	Liner Feet	\$ 1.07	\$ 2,996.00
L-21	Detectible Warning Tape	2,740.00	Liner Feet	\$ 0.17	\$ 465.80
New Item	1 1/2" Valve Kit	17.00	Each	\$ 603.20	\$ 10,254.40
					\$ -
					\$ -
	Mark Up Profit & Over Head 16%	1.00	Lump Sum		\$ -
TOTAL					\$ 27,891.94

ACCEPTANCE BY _____

TITLE _____

SIGNATURE _____

9.1 CHANGE ORDER

CITY CITY OF ST. GEORGE
175 EAST 200 NORTH
ST. GEORGE, UTAH 84770



PROJECT DIXIE CENTER EROSION PROTECTION PROJECT
INQUIRY NO. 15-0042

CHANGE NO: 7

DATE: 3/30/2016

CONTRACTOR: Progressive Contracting, Inc.

The following changes are hereby made to the Contract Documents:

ITEM 1: Revegetation at Millcreek Detention Basin. Increase Amount: \$7,894.90.

Justification: Additional work to revegetate areas disturbed by change order #6. See attached PCI invoice.

Original Contract Price	\$655,944.36
Current Contract Price adjusted by previous Change Orders	\$791,432.42
The Contract Price due to this Change Order will be increased by	\$7,894.90
The new Contract Price including this Change Order will be	\$799,327.32

CHANGE TO CONTRACT TIME

The Contract Time due to this Change Order will be na by 0 calendar days.

The date for completion of all Work will be April 1, 2016.

APPROVALS

ENGINEER:

CONTRACTOR:

CITY:

[Handwritten signatures of Michael Miller and Jeffrey L. Perry]

NPS CONTRACT

Utah Agricultural Non-point Source Water Quality Program

Section I. Participant(s)Dixie Conservation DistrictContract period: From October 14, 2014 to December 31, 2015Contract amount: \$ 78,510

(1) Washington County Flood Control Authority 197 E Tabernacle St. George, UT 84770
 Cooperator Address Social Security #

(2) _____
 Cooperator Address Social Security #

General description of operating unit: Storm Water Detention Basin - Millcreek**Section II. Terms and Conditions**

Each of the undersigned and above-named cooperators hereby agrees the conditions below:

- (1) to apply on the operating unit, as shown in the USDA Natural Resources Conservation Service (NRCS) Conservation Plan and Schedule of Operations, the scheduled Best Management Practices, in conformity with and according to the time schedule of treatment and in accordance with the standards and specifications adopted by the Conservation District and in effect as of this date. The NRCS Conservation Plan and Schedule of Operations are hereby made a part of this contract.
- (2) to forfeit all rights to further payments under the contract and refund to the Dixie Conservation District (Dixie CD) all payments received thereunder upon his/her violation of the contract at any stage during the time he/she has control of the operating unit, if the Conservation District determines that such violation is of such a nature as to warrant termination of the contract; or to make refunds or accept such payment adjustments as the Conservation District may deem appropriate if it determines that the participant's violation does not warrant termination of the contract;
- (3) upon transfer of his/her right and interest in the operating unit during the contract period, to forfeit all rights to further payments under the contract and refund to the Dixie CD all payments received thereunder unless the transferee of the operating unit agrees to assume all obligations of the contract, unless otherwise approved by the district;
- (4) not to apply any practices which would tend to defeat the purpose of the contract; and
- (5) hereby certifies that every person having control of the operating unit during the period of this contract is shown herein;
- (6) that Washington County Flood Control Authority the cooperator who will carry out all practices and identifiable units for which payments will be made. Therefore, all payments shall be made to: Washington County Flood Control Authority.
- (7) all contract items, except for those listed, may be started after the NRCS Conservation Plan and Schedule of Operations have been signed and/or application has been accepted by the Conservation District and all practices must be completed prior to the completion of the contract period above. If the NRCS Conservation Plan completion date is modified this contract may be modified by the approval of the Conservation District, provided sufficient funds are available in the program.
- (8) unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with or without cause, in advance of the specified expiration date, by either party, upon 15 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

I have received copies of the above referenced provisions of this contract and other referenced regulations (including NRCS standards and specifications, if applicable) governing this program.

Section III. Signatures

Cooperator

Date

Conservation District Chair

Date

Watershed Coordinator

Date

NPS Contract - Millcreek Storm Water Detention Basin Project

Special Terms and Conditions

1. The estimated total project cost is \$87,234. The Dixie Conservation District will provide 90% of the total estimated project costs up to a maximum of \$78,510 and the Washington County Flood Control Authority agrees to pay the remaining 10% of the estimated project costs, (\$8,724). The Washington County Flood Control Authority will be responsible to pay any and all additional costs above the estimated total project cost.
2. The proposed Storm Drain Detention Basin is located on property owned by the City of St. George. The Washington County Flood Control Authority will create a reimbursement and maintenance agreement with the City of St. George, to administer the construction contract in accordance with the City's Purchasing Ordinance, and to facilitate future maintenance and operation of the Storm Drain Detention Basin.
3. This is a binding contract and may not be terminated unless all parties agree to terminate the contract.

DRAFTAgenda Item Number : **2D**

Request For Council Action

Date Submitted 2016-04-13 09:18:50**Applicant** Jay Sandberg**Quick Title** Approve Reimbursement Agreement**Subject** Approve Reimbursement Agreement with the Washington County Flood Control Authority for work upstream of Man-O-War Bridge in the amount of \$35,291.**Discussion** This is for design and environmental permitting for a future project upstream of Man-O-War bridge. The contract will be administered by the city and funded by the Flood Control Authority. The work is for design and environmental permitting only.**Cost** \$0.00**City Manager Recommendation** Agreement with Flood Authority for funding to design and environmental approvals for the dredging of Virgin River upstream from the Man of War bridge.**Action Taken****Requested by** Jay Sandberg**File Attachments** [Upstream Man O War Bridge Restoration.pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments** The future project will be to restore the Virgin River upstream of Man-O-War bridge to a more natural condition, remove large U shaped bends, and protect existing infrastructure and homes in the vicinity. It is anticipated that the environmental permitting will take several months to obtain.**Attachments** [Upstream Man O War Bridge Restoration.pdf](#)

**WASHINGTON COUNTY FLOOD CONTROL AUTHORITY
REIMBURSEMENT AGREEMENT
FOR UPSTREAM MAN OF WAR BRIDGE
RESTORATION PROJECT DESIGN AND PERMITTING
WITH CITY OF ST. GEORGE**

THIS AGREEMENT dated the ____ day of, ____ 2016, between St. George City, (hereinafter "CITY"), a municipal corporation, and the Washington County Flood Control Authority, (hereinafter "AUTHORITY").

RECITALS

Whereas, CITY and AUTHORITY wish to enter into an agreement to design and construct flood control improvements known as the *Upstream of Man of War Bridge Restoration project Design and Permitting* located within the City of St. George, and hereinafter referred to as "Project", which shall be partially funded by the AUTHORITY; and

Whereas, AUTHORITY determined that the Project was within the mission of AUTHORITY, that they had funds available and that this was an appropriate project to assist on by providing funding therefore they authorized funding for the Project; and

WHEREAS, CITY will construct and manage the Project and AUTHORITY will reimburse CITY for a portion of the work done on the project as provided herein.

AGREEMENT

NOW THEREFORE, in consideration of the covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AUTHORITY and CITY agree as follows:

1. **Project**: At its own expense CITY shall design and construct the Project as described in the scope of work (Exhibit A which is hereby incorporated into this document). All aspects of the work shall be under the direction of CITY and shall be the sole responsibility of CITY. The Project shall be constructed consistent with the approved construction drawings on file with CITY. The Project shall not be deemed complete until accepted by CITY. Upon completion of construction, CITY shall assume all maintenance responsibilities and costs. CITY acknowledges that AUTHORITY does not have any ownership interest in, or any continuing liability relative to the Project other than the obligation to pay the reimbursement amount provided herein. CITY may construct or install other improvements in conjunction with Project but those improvements shall not be considered part of the Project and shall have no effect on the amount of funds reimbursed to CITY. Changes to the Project that increase AUTHORITY's cost participation will not be made without consent from both parties to this Agreement.
2. **Compliance with City Design and Construction on Standards**: CITY acknowledges and agrees that it must comply with all applicable laws and requirements necessary for completion of the Project and compliance with the CITY design and construction standards.
3. **Reimbursement**: CITY and AUTHORITY anticipate the total cost of the Project to be **\$35,291**. AUTHORITY agrees to reimburse CITY for the actual costs of the Project up to **\$35,291**. CITY

agrees to pay the remaining costs of the Project. A cost breakdown of the Project is shown in Exhibit A.

- a. Payment of AUTHORITY's obligation shall be made within thirty (30) days of written notification of the completion of the Project and written proof of the actual costs of the Project.
 - b. AUTHORITY reserves the right to adjust the payment plan if funds are not available. Available funds mean funds held by AUTHORITY in excess of 20% of the fees collected from the Primary Members of AUTHORITY during a fiscal year.
 - c. AUTHORITY shall not pay any CITY administrative fees. Administrative fees shall not be included in the price of the Project.
 - d. Pursuant to the Interlocal Agreement for the AUTHORITY the withdrawal of any Primary Member of the AUTHORITY from the AUTHORITY shall not adversely affect this Agreement or relieve the withdrawing Primary Member of its obligation to pay its share of obligations, indebtedness and liabilities incurred prior to withdrawal.
4. Indemnity. CITY shall defend, indemnify, save and hold harmless AUTHORITY, its governing body, officers, and agents against all claims, demands, causes or action, suits or judgments, including but not limited to all claims, demands, causes of action, suits or judgments for death or injuries to persons or for loss of or damage to property, arising out of or in connection with the acts of City as they relate to this Agreement. In the event of any such claims made or suits filed against AUTHORITY, AUTHORITY shall give CITY prompt written notice. CITY agrees to defend against any claims brought or actions filed against AUTHORITY, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought or an action filed with respect to the subject of indemnity herein, CITY agrees that AUTHORITY may employ attorneys of its own selection to appear and defend the claim or action on its own behalf at the expense of CITY. Said attorney fees shall be reasonable and subject to review by CITY.
- a. CITY shall indemnify, defend, save and hold harmless AUTHORITY, its governing body, officers, and representatives against any and all claims, suits, causes of action, demands, losses, costs, and damages and liability of every kind including but not limited to all fees and charges of attorneys and other professionals and all court or other dispute resolution costs for:
 - i. death or injuries to persons or for loss of or damage to property caused by, resulting from, or arising out of or in connection with the acts of City as they relate to this Agreement;
 - ii. CITY's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under this Agreement;
 - iii. claims by any employee of the CITY, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, CITY'S indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CITY or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.
 - b. AUTHORITY shall give CITY prompt written notice of any such claims or suits filed against AUTHORITY arising under this Agreement. CITY agrees to defend against any claims brought or actions filed against AUTHORITY arising out of the services provided under this Agreement, whether such claims or actions are rightfully or wrongfully brought or filed. When a claim is brought or an action filed with respect to the subject of indemnity herein, CITY agrees that AUTHORITY may employ a separate attorney of its own selection to

appear and defend the claim or action on its own behalf at the expense of CITY. CITY shall be responsible for all costs associated with any claim, demand, action, suit or judgment including attorney fees for AUTHORITY.

- c. The insurance requirements in this agreement shall not be construed as limiting CITY'S liability. Irrespective of the requirements for CITY to carry insurance as provided herein, insolvency, bankruptcy or failure of any insurance company to pay all claims accruing shall not be held to relieve CITY of any obligations under this agreement.
5. Insurance: CITY shall have a continuing duty to require any contractor engaged to perform the work on the Project to procure and maintain insurance against claims for injuries to persons or damages to the property which may arise from, or in connection with the exercise of the rights, privileges, and authority granted hereunder to the CITY, its agents, representatives, or employees in accordance with the CITY standard insurance requirements. CITY shall provide to the AUTHORITY for its records an insurance certificate from contractor naming the AUTHORITY as an additional insured as its respective interests may appear prior to the commencement of any work or installation of any facilities pursuant to this franchise.
6. Assignment. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without prior written consent of CITY and AUTHORITY, which consent, shall not be unreasonably withheld.
7. Binding Effect. All of the provisions of this Agreement shall inure to the benefit of and be binding upon the heirs, assigns, receivers and successors of the parties.
8. No Joint Venture, Partnership or Third Party Rights. Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture between AUTHORITY and CITY. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
9. Integration. This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.
10. Severability. If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, such a decision shall not affect any other part or provision of this Agreement.
11. Survival. It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
12. Headings. The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
13. Governing Law and Venue. This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for

any cause of action with mandatory federal jurisdiction.

14. Notices. All notices required herein, and subsequent correspondence in connection with this agreement shall be given in writing and shall be mailed to the following:

Washington County Flood Control Authority
Attn: Washington County Public Works Director
197 East Tabernacle
St. George, UT, 84770

St. George City
Attn: Public Works Director
175 East 200 North
St. George, Utah, 84770

Such notices shall be deemed delivered following the mailing of such notices in the United States mail. Adequate notice shall be deemed given at the addresses set forth herein unless written notice is given by either party of a change of address.

15. Attorney Fees and Court Costs. In the event of any litigation between the parties arising out of or related to this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorney fees, court costs, and any other reasonable costs incurred in connection with such action, whether at trial or on appeal.
16. Counterparts. This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
17. Authority of Parties. The parties executing this Agreement warrant and represent that they are duly authorized to do so in the capacity stated.

Washington County Flood Control Authority:


Jonathan T. Pike, Chairman

City of St. George:

Jonathan T. Pike, Mayor

Attest: Christina Fernandez, City Recorder

Approved as to form:

Paula Houston, Deputy City Attorney:

STATE OF UTAH)
 ss.
County of Washington)

On the 5 day of April 2016, personally appeared before me, Jonathan T. Pike, who being by me duly sworn did say that he is the Chairman of the Washington County Flood Control Authority Executive Committee and that he executed the foregoing document on behalf of said entity being authorized and empowered to do so.


Notary Public





20 North Main, Ste 107
St. George, Utah 84770
Phone: 435.656.3299

February 10, 2016

Jay Sandberg, P.E.
City Engineer
St. George City
175 East 200 North
St. George, Utah 84770

Subject: Proposal for the Virgin River Stream Restoration Project Upstream of the Man-O-War Bridge

Dear Jay:

In accordance with your request, Bowen Collins & Associates (BC&A) has prepared this scope of services for the Virgin River Stream Restoration Project Upstream of the Man-O-War Bridge for your review and consideration. Recent floods on the Virgin River have deposited sediment upstream of the bridge. It is understood that last year St. George City received a grant from the Federal Highways Administration (FHWA) to remove sediment underneath the Man-O-War Bridge. That sediment removal project extended approximately 200-feet upstream and downstream of the bridge. This proposed stream restoration project will extend from the end of the previously completed FHWA project another 900-feet upstream. St. George City has recommended this project to the Washington County Flood Control Authority (WCFCFA) to be included in their Capital Facilities Plan. The Work at this site includes the following:

- Obtaining necessary permits to complete the work in the river.
- Provide 30-percent conceptual design drawings for bidding of the work. The cross section for the stream restoration will be based upon the Virgin River Master Plan and the conceptual drawings will include enough information for a contractor to bid the work.
- Preparing a bid/proposal package to select a general contractor for the Work.
- Provide bid/proposal period services.
- Provide limited construction management/observation services to verify the permit compliance.

It is understood that St. George City has permission to access the river in this location to complete the Work and that no additional easements and/or right-of-way will be required for the project.

We propose to complete the following scope of services associated with the design and construction of the Virgin River Stream Restoration Project Upstream of the Man-O-War Bridge.

PROPOSED SCOPE OF SERVICES

Task 1 – Permitting

Task 1 - 1: Environmental Field Work.

Wetland Delineation: This task includes a site visit, data forms, digging and analyzing soil test pits, developing a wetland boundary map, and the preparation of a delineation report to be submitted to the Corps of Engineers for review and approval.

Class III Cultural Resource Report: Construction impacts to the Virgin River will require a Nationwide Permit with the Corps of Engineers. The Nationwide Permit requires a Class III Cultural Report, meaning that an archaeologist must walk the site and survey for cultural and archeological artifacts. A final report will be included in the Nationwide Permit to the Corps of Engineers as an appendix.

Biological Site Survey and Assessment: BC&A's biologist will conduct a site visit to identify any threatened and endangered species and will prepare a Biological Assessment to be included in the appendices of the permit application.

Task 1-2: Permitting. BC&A will prepare the Corps of Engineers Nationwide Permit 27 application, coordinate with the permitting agencies, and assist City personnel in obtaining a Utah State – Stream Alteration Permit.

Task 2 – Design Period Services

Task 2 - 1: Design Drawings. BC&A will prepare 30-percent concept plans for the Virgin River Stream Restoration Project Upstream of the Man-O-War Bridge. Existing digital aerial photography and LiDAR elevation imagery provided by St. George City will be used for the base mapping of the project. These conceptual design drawings will include plans and details for revegetation and restoration of disturbed areas as required by the environmental permits. Our estimated cost to complete this task has been prepared assuming the following drawings will be provided.

Sheet No.	Drawings
C-1	Excavation Plan
C-2	Restoration Plan
C-3	Cross Section
C-4	Typical Cross Sections and Details

Task 2 - 2: Proposal Documents. BC&A staff will prepare proposal documents using St. George City's current special conditions, bidding, contract legal documents, and the conceptual design drawings prepared as part of Task 2 - 1. This proposal document will be provided to the City/WCFCA in electronic (pdf) format for review. After receiving review comments, we will prepare final electronic proposal/contract documents to receive proposals from the general contractors. Up to six hard copies of the proposal/contract documents will be delivered to the WCFCA for review, construction, and contracting.

Task 3 - Proposal Period Services

Task 3 – 1: Proposal Period Services. BC&A's project team members will be available to answer questions from prospective contractors during the proposal/bid period for the Virgin River Stream Restoration Project Upstream of the Man-O-War Bridge. BC&A staff will prepare any required clarifications or addenda to the contract documents.

Task 3 – 2: Pre-Proposal Meeting. BC&A staff will coordinate the pre-proposal meeting, prepare a meeting agenda, and help conduct the meeting. It is anticipated that the meeting will be a two-hour meeting with the contractors, St. George City/WCFCA personnel, and others as needed.

Task 3 – 3: Proposal Review. BC&A staff will attend the proposal opening, tabulate proposal's received, meet with St. George City/WCFCA personnel on proposals received, and make a recommendation for project award.

Task 4 - Construction Period Services

Task 4-1: Pre-Construction Meeting. BC&A staff will coordinate the pre-construction meeting, prepare the agenda, document the meeting, and distribute notes of the meeting. The meeting will be two hours long and include the personnel from the contractor, St. George City, WCFCA, and others as needed.

Task 4-2: Construction Observation and Permit Compliance. BC&A will provide limited observation of the sediment removal and restoration, including preparing for and attending weekly on-site progress meetings with the contractor. These services are provided for quality assurance purposes and to document that construction is in compliance with the environmental permitting requirements. For budgetary purposes it is assumed that services associated with this task will include 3 hours per week over an assumed 10 week construction period.

Task 4-3: Record Drawings. BC&A staff will prepare record drawings documenting the extents of disturbed area and restoration limit associated with the Virgin River Stream Restoration Project Upstream of the Man-O-War Bridge. BC&A will contract the services of RB Surveying to complete a field survey for the record drawings.

PROPOSED PROJECT SCHEDULE

We propose to submit the necessary permit application within 30 days of receiving a Notice to Proceed. The design will be finalized shortly after submittal of the permits. For budgetary purposes, the following assumptions were made in developing the cost estimate for this project:

1. St. George City will provide copies of their recently completed LiDAR elevation imagery for design.
2. No new hydrologic analyses will be performed as part of the project.
3. No additional right of way documents will be required.
4. No geotechnical investigation or material testing will be required.

COST SUMMARY

We have tabulated estimated man-hours and costs to complete each task outlined in the previously defined scope of services. As presented in the attached Exhibit A, we propose to complete the scope of services for a fee not to exceed \$35,291.

We are willing to negotiate the scope of work, schedule, and fee, if there is something in this proposal that does not meet your needs. We enjoy working with St. George City and the WCFCA and are very interested in providing engineering services on the project. We are available to start work immediately. Please call if you have any questions or if you need additional information.

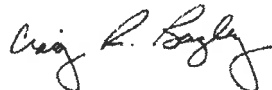
Mr. Jay Sandberg
December 10, 2015
Page 4

Sincerely,

Bowen, Collins & Associates

A handwritten signature in black ink, appearing to read "Todd Olsen".

Todd Olsen, P.E.
Project Manager

A handwritten signature in black ink, appearing to read "Craig R. Bagley".

Craig R. Bagley, P.E.
Principal

Attachments

**St. George City
Virgin River Stream Restoration Project Upstream of Man-O-War Bridge
Engineering Man-hours and Fee Estimate**



12/10/2015

Task Description	Editor	Techs	Environmental		Engineers			Subtotal Hours	Subtotal Labor	Subtotal Expenses	Expenses		Total Cost
											Computer	Subcontractor	
Labor Category	Hilbert	Baucum	Environ. Davis	Environ. Tsandes	Proj. Mngr	Olsen	Principal Bagley				\$ 7.00		
Staff													
Labor Rate	\$62	\$107	\$102	\$107	\$112	\$154							
TASK 1 - Permitting													
1-1 Environmental Field Work			48					48	\$ 4,896	\$ 3,086	\$ 336	\$ 2,750	\$ 7,982
1-2 Permitting			44	4	3			51	\$ 5,252	\$ 357	\$ 357		\$ 5,609
TOTAL - TASK 1	0	0	92	4	3	0		99	\$ 10,148	\$ 3,443	\$ 693	\$ 2,750	\$ 13,591
TASK 2 - Design													
2-1 Design Drawings		38			20	2		60	\$ 6,614	\$ 420	\$ 420		\$ 7,034
2-2 Proposal Documents	4				15	1		20	\$ 2,082	\$ 140	\$ 140		\$ 2,222
TOTAL - TASK 2	4	38	0	0	35	3		80	\$ 8,696	\$ 560	\$ 560	-	\$ 9,256
TASK 3 - Proposal Period													
3-1 Proposal Period Services		8			12			20	\$ 2,200	\$ 140	\$ 140		\$ 2,340
3-2 Pre-Proposal Meeting					4			4	\$ 448	\$ 28	\$ 28		\$ 476
3-3 Proposal Review					4			4	\$ 448	\$ 28	\$ 28		\$ 476
TOTAL - TASK 3	0	8	0	0	20	0		28	\$ 3,096	\$ 196	\$ 196	-	\$ 3,292
TASK 4 - Construction Period Services													
4-1 Pre-Construction Meeting					4			4	\$ 448	\$ 28	\$ 28		\$ 476
4-2 Construction Observation and Permit Compliance					30			30	\$ 3,360	\$ 210	\$ 210		\$ 3,570
4-3 Record Drawings		8			6			14	\$ 1,528	\$ 3,578	\$ 98	\$ 3,480	\$ 5,106
TOTAL - TASK 4	0	8	0	0	40	0		48	\$ 5,336	\$ 3,816	\$ 336	\$ 3,480	\$ 9,152
TOTAL	4	54	92	4	98	3		255	\$ 27,276	\$ 8,015	\$ 1,785	\$ 6,230	\$ 35,291

Expenses include:
Computer/Communications Charge at \$7/labor hour
10% Markup on other project related expenses

DRAFTAgenda Item Number : **2E**

Request For Council Action

Date Submitted 2016-04-14 14:40:34**Applicant** Jay Sandberg**Quick Title** Award Contract**Subject** Award a professional services contract to Bowen Collins & Associates for the Virgin River Stream Restoration Project in the amount of \$35,291.**Discussion** This contract is for design and environmental permitting for the Virgin River Stream Restoration Project Upstream of the Man-O-War Bridge along the Virgin River. Recent floods on the Virgin River have deposited sediment upstream of the bridge. St. George City has recommended this project to the Washington County Flood Control Authority to be included in their Capital Facilities Plan.**Cost** \$**City Manager Recommendation** Future project in cooperation with the Washington County Flood Authority for the dredging of the Virgin River upstream from the Man of War bridge in the Bloomington area. Recommend approval.**Action Taken****Requested by** Jay Sandberg**File Attachments** [Updated Contract \(for signature\).pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments** This project is being funded by the Flood Control Authority and administered by St. George City.**Attachments** [Updated Contract \(for signature\).pdf](#)

**CITY OF ST. GEORGE PROFESSIONAL SERVICES AGREEMENT
FOR VIRGIN RIVER STREAM RESTORATION UPSTREAM OF MAN-O-WAR BRIDGE
PROJECT WITH BOWEN COLLINS & ASSOCIATES**

This Agreement is made and entered into this ____ day of _____, 2016, by and between the City of St. George, a municipal corporation, with offices at 175 East 200 North, St. George, Utah 84770 (hereinafter called the "CITY"), and Bowen Collins & Associates, with offices at 20 North Main, Suite 107, St. George, Utah 84770 (hereinafter called "CONSULTANT").

WITNESSETH THAT:

WHEREAS, CITY desires professional services to be performed and has solicited CONSULTANT to provide engineering services including environmental permitting and preliminary design for the Virgin River Stream REstoration Upstream of Man-O-War Bridge Project (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted a proposal dated February 10, 2016, which outlines the scope of work for the PROJECT; and

WHEREAS, CITY selected CONSULTANT to perform the services for the PROJECT;

NOW, THEREFORE, for the consideration hereinafter set forth, the parties hereto do mutually agree as follows:

1. EMPLOYMENT OF CONSULTANT.

- a. CONSULTANT is a professional Engineer licensed by the State of Utah and the City of St. George. CONSULTANT has all licenses, permits, and approvals that are legally required for CONSULTANT to practice its profession and shall keep them in effect at all times during the term of this Agreement.
- b. CONSULTANT states that it has the necessary knowledge, experience, abilities, skills and resources to perform its obligations under this Agreement, and agrees to perform its obligations under this Agreement in a professional manner, consistent with prevailing industry standards and practices as observed by competent practitioners of the profession in which CONSULTANT and its subcontractors or agents are engaged.
- c. CONSULTANT certifies that it does not and will not during the performance of this contract knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC § 1324a. CONSULTANT agrees to require all subcontractors at the time they are hired for this project to sign a Certification of Legal Work Status and submit the Certification to CITY prior to any work being performed by the subcontractors. CONSULTANT agrees to produce, at CITY's request, documents to verify compliance with applicable State and Federal laws. If CONSULTANT knowingly employs workers or subcontractors in violation of 8 USC § 1324a, such violation shall be cause for unilateral cancellation of the contract between CONSULTANT and CITY. In addition, CONSULTANT may be suspended from participating in future projects with CITY for a period of one (1) year. In the event this contract is terminated due to a violation of 8 USC § 1324a by CONSULTANT or a

subcontractor of CONSULTANT, CONSULTANT shall be liable for any and all costs associated with such termination, including, but not limited to, any damages incurred by CITY as well as attorney fees. For purposes of compliance, CITY requires CONSULTANT and subcontractors to use E-Verify or other federally accepted forms of verification to verify the employment eligibility of all employees as allowed by law and the E-Verify procedures. CONSULTANT and subcontractors must maintain authorized documentation of the verification.

- d. CONSULTANT shall not, either during or after the term of this Agreement, make public any reports or articles, or disclose to any third party any confidential information relative to the work of City or the operations or procedures of CITY without the prior written consent of CITY.
- e. CONSULTANT further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.
- f. CONSULTANT, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.
- g. CONSULTANT expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve CONSULTANT from any obligation to comply with all applicable requirements of CITY during the term of this Agreement including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of CITY, except as modified or waived in this Agreement.
- h. CONSULTANT shall comply with all applicable federal, state, and local laws, regulations, and ordinances that affect those employees or those engaged by CONSULTANT on the PROJECT, and will procure all necessary licenses, permits and insurance required.
- i. CITY acknowledges that CONSULTANT may employ various specialized subcontractors for up to 15% of the services provide herein. CONSULTANT shall give written notice to CITY at least seven (7) days prior to CONSULTANT's employment of the subcontractors to perform portions of the work provided for in this Agreement. It shall be solely CONSULTANT's responsibility to ensure that any of CONSULTANT's subcontractors perform in compliance with the terms of this Agreement. Subcontractors may not be changed without ten (10) days prior written notice to CITY.

2. **PROJECT SERVICES DESCRIPTION.**

- a. CONSULTANT will provide the services covered by this Agreement as described in the attached Scope of Work (Exhibit A) which is made a part of this Agreement by this reference. CITY may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes increase or decrease the amount due under the Agreement, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.
- b. CONSULTANT shall furnish all of the material, supplies, tools, transportation, equipment, labor, subcontractor services and other services necessary for the completion of the work described in Exhibit A.
- c. CONSULTANT shall provide services in compliance with all applicable requirements of federal, state, and local laws, codes, rules, regulations, ordinances, and standards.

3. **TERM OF AGREEMENT.**

- a. This Agreement shall be effective as of the date executed by all parties and shall continue until services provided for this Agreement have been performed unless otherwise terminated as set forth in this Agreement.
- b. CONSULTANT agrees to perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the PROJECT. CONSULTANT shall perform the services in a timely manner according to the schedule approved by CITY.
- c. CONSULTANT shall perform its services according to the schedule upon receipt of a written Notice to Proceed from CITY. CITY may authorize costs to be incurred prior to such written Notice to Proceed. In the event that performance of its services is delayed by causes beyond the reasonable control of CONSULTANT, and without the fault or negligence of CONSULTANT, the time for the performance of the services shall be equitably adjusted by written amendment to reflect the extent of such delay. CONSULTANT shall provide CITY with written notice of delay, including a description of the delay and the steps contemplated or actually taken by CONSULTANT to mitigate the effect of such delay.

4. **COMPENSATION**

For the performance of the services and completion of PROJECT set forth herein, CITY shall reimburse CONSULTANT as set out in the Contract Documents, not to exceed the amounts listed in Exhibit "A".

5. **INVOICING, PAYMENT, NOTICES.**

- a. CONSULTANT shall submit invoices, no more frequently than monthly, for the services rendered during the preceding period; invoices shall describe the services performed, list all subcontractor's used and the amount owed or paid to them, list all suppliers used and the amount owed or paid to them, list the contract amount, list the current invoice amount based on percentage of task complete, list the previous invoice amount, list total invoices to date, and list the contract balance.
- b. In executing the request for payment, CONSULTANT shall attest that subcontractors involved with prior requests for payment have been paid, unless CONSULTANT provides a detailed explanation why such payments have not occurred. CONSULTANT shall also sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status and submit them with each request for payment. CONSULTANT shall require each subcontractor to sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status at the time subcontractor is paid and shall provide a copy of the both documents to CITY. CONSULTANT shall also sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status and submit them with each request for payment.
- c. A "Waiver and Release Upon Final Payment" signed by CONSULTANT attesting that all subcontractors, laborers and material suppliers involved with prior requests for payment have been paid, and that all subcontractors, laborers and material suppliers upon which the final payment is based will be paid immediately unless CONSULTANT provides a detailed explanation why such payments have not occurred or will not occur. CONSULTANT shall also require each subcontractor to sign a "Waiver and Release Upon Final Payment" and a Certificate of Legal Work Status at the time subcontractor is paid its final payment and shall provide a copy of both documents to CITY.

- d. If such liens, claims, security interests or encumbrances remain unsatisfied after payments are made, CONSULTANT shall refund to CITY all money that CITY may be compelled to pay in discharging such liens, including all costs and reasonable attorneys' fees.
- e. All invoices for reimbursable costs shall be taken from the books of account kept by CONSULTANT, and CONSULTANT shall maintain copies of payroll distribution, receipted bills and other documents. CITY shall have the right to review all books and records kept by CONSULTANT and any subcontractors concerning the operation and services performed under this Agreement.
- f. CITY shall withhold payment for any expenditure not substantiated by CONSULTANT'S or subcontractor's books and records.
- g. In the event CITY has made payment for expenditures that are not allowed, as determined by CITY'S audit, CONSULTANT shall reimburse CITY for the amount of the un-allowed expenditures. If additional money is owed to CONSULTANT, the reimbursement may be deducted from the additional money owed.
- h. CITY shall make no payment for any services not specified in this Agreement unless such additional services and the price thereof are agreed to in writing, prior to the time that such additional services are rendered.
- i. Invoices shall be paid to CONSULTANT within thirty (30) days of presentation to CITY.
- j. CITY may withhold 5% of billed amount as retention. Retention held shall be included in the final invoice after the contract is complete.

6. **CHARGES AND EXTRA SERVICE.**

- a. CITY may make changes within the general scope of this Agreement. If CONSULTANT is of the opinion that a proposed change causes an increase or decrease in the cost and/or the time required for performance of this Agreement, CONSULTANT shall notify CITY of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly. CONSULTANT may initiate such notification upon identifying conditions which may change the services agreed to on the effective date of this Agreement, as set forth in Exhibit "A". However, CONSULTANT represents that to the best of its knowledge that it is not aware of any such conditions on the date hereof. Any such notification must be provided within thirty (30) days from the date of receipt by that party of the other party's written notification of a proposed change.
- b. CITY may request CONSULTANT to perform extra services not covered by Exhibit "A", and CONSULTANT shall perform such extra services and will be compensated for such extra services when they are reduced to a writing mutually agreed to and signed by the parties hereto amending this Agreement accordingly.
- c. CITY shall not be liable for payment of any extra services nor shall CONSULTANT be obligated to perform any extra services except upon such written amendment.

7. **TO BE FURNISHED BY CITY.** Resources to be furnished by CITY to CONSULTANT, at no cost to CONSULTANT, consist of CITY staff assistance for oversight and meetings to help perform the services. CONSULTANT shall verify accuracy of the information provided, unless otherwise stated in the contract documents.

8. **INSPECTIONS.** All work shall be subject to inspection and approval of CITY or its authorized representative.

9. **ACCURACY AND COMPLETENESS.**

- a. CONSULTANT has total responsibility for the accuracy and completeness of its investigations, calculations, reports, plans and related designs, specifications and estimates prepared for the PROJECT and shall check all such material accordingly.
- b. The plans will be reviewed by CITY for conformity with PROJECT objectives and compliance with CITY Standards.
- c. Reviews by CITY do NOT include the detailed review or checking of major design components and related details or the accuracy with which such designs are depicted on the plans.
- d. The responsibility for accuracy and completeness remains solely with CONSULTANT and shall be performed consistent with the standard of care.

10. **INDEPENDENT CONTRACTOR.**

- a. CITY retains and employs CONSULTANT, as an independent contractor, to act for and represent it in all matters involved in the performance of services on the PROJECT, subject to the terms, conditions and stipulations as hereinafter stated.
- b. It is understood and agreed that CONSULTANT will provide the services without supervision from CITY. CONSULTANT is an independent contractor and is not an employee, officer, or agent of CITY for any purposes related to the performance of this Agreement and is not an employee of CITY and is not entitled to any benefits from CITY.
- c. Nothing in this agreement shall create nor be construed to constitute a partnership or joint venture between CONSULTANT and CITY.
- d. CONSULTANT is advised to obtain and maintain in effect during the term of this Agreement medical insurance and disability insurance for all related work performed under this Agreement.
- e. CONSULTANT acknowledges that CITY will not withhold any federal, state, or local taxes, including FICA, nor will CITY provide any unemployment compensation or worker's compensation coverage. As an independent contractor, CONSULTANT shall be responsible for all taxes, worker's compensation coverage and insurance coverage, and shall hold CITY harmless and indemnify CITY from and against any and all claims related to taxes, unemployment compensation, and worker's compensation.
- f. CONSULTANT shall secure, at its own expense all personnel required in performing the services under this Agreement. The employees of CONSULTANT shall not be considered to be the employees of CITY nor have any contractual relationship with CITY. CONSULTANT and its employees shall not hold themselves out as, nor claim to be officers or employees of CITY by reason of this Agreement. The employees of CITY shall not be considered to be employees of CONSULTANT.
- g. Neither party has the right to bind or obligate the other in any way. CONSULTANT shall not use the name, trademarks, copyrighted materials, or any information related to this Agreement in any advertising or publicity without CITY'S prior written authorization.

11. **INSURANCE.**

- a. GENERAL: CONSULTANT shall secure and maintain insurance as required by laws and regulations and the terms of this agreement to protect against any liability, loss or expense which occurs or arises as a result of the performance of the services provided pursuant to this

agreement or as changed as provided herein. CONSULTANT'S insurer must be authorized to do business in Utah and must have an A.M. Best rating of A VIII or better at the time this contract is executed.

- b. **COMMENCEMENT OF WORK:** Neither CONSULTANT, his Suppliers nor any subcontractors shall enter the site of the work or commence work under this contract before CITY has received and accepted Certificate(s) of Insurance and Insurance Endorsements, and has issued the Notice to Proceed.
- c. **INSURANCE CERTIFICATES AND COVERAGE:** Insurance certificates shall be issued on all policies required under this contract and shall be signed by an authorized representative of the insurance company. The insurance certificate or the coverage required shall include the following:
 - i. The name and address of the insured.
 - ii. CITY shall be named as a Certificate Holder.
 - iii. CITY shall be named as an additional primary insured on the General Liability Certificate with CITY listed as non-contributory on the General Liability certificate.
 - iv. The location of the operations to which the insurance applies.
 - v. The number of the policy and the type or types of insurance in force thereunder on the date borne by the certificate.
 - vi. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate.
 - vii. A statement that all coverage is on an occurrence basis rather than a claims basis except for the Professional Errors and Omissions Malpractice Insurance coverage.
 - viii. A provision that the policy or policies will not be cancelled, denied renewal, or reduced in coverage until at least 30 days after written notice has been received by CITY.
 - ix. Name, address, and telephone number of the insurance company's agent of process in Utah.
 - x. Other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverage.
- d. **COMPENSATION INSURANCE:** CONSULTANT shall take out and maintain Worker's Compensation Insurance as required by the Labor Code for all its employees at the site of the work during the life of this contract. Coverage must be provided by a company authorized by the State of Utah to provide Worker's Compensation Insurance. The insurance shall include:
 - i. Insurance certificates shall provide a waiver of subrogation by the carrier to Certificate Holder.
 - ii. CONSULTANT shall require each subcontractor to provide Workers Compensation Insurance for its employees unless such employees are covered by CONSULTANT.
 - iii. In the event any class of employees engaged in hazardous work under this contract is not protected by the Worker's Compensation Statute, CONSULTANT shall provide, and shall cause its subcontractors to provide, special insurance for the protection of such employees not otherwise protected.
- e. **COMMERCIAL GENERAL LIABILITY INSURANCE:**
 - i. CONSULTANT shall procure, and maintain commercial general liability insurance for the duration of the contract against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors. The insurance shall remain in effect during the term of this agreement and such that claims reported beyond the date of substantial completion of this agreement are

- covered and during the warranty period, to the extent that it relates to the activities covered by this Agreement, in such manner and amounts as set forth herein.
- ii. The Insurance Endorsement shall evidence such provisions.
 - iii. The minimum commercial general liability insurance shall be as follows:
 - 1. Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than \$703,000 Dollars.
 - 2. Comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence in an amount not less than \$2,407,700 Dollars.
 - 3. Broad form property damage insurance in an amount not less than \$281,300 Dollars.
 - iv. Such policy shall include each of the following coverages:
 - 1. Comprehensive form.
 - 2. Premises - operations.
 - 3. Explosion and collapse hazard.
 - 4. Underground hazard.
 - 5. Product/completed operations hazard.
 - 6. Contractual insurance.
 - 7. Broad form property damage, including completed operations.
 - 8. Independent contractors for vicarious liability.
 - 9. Personal injury.
 - 10. Cross liability or severability of interest's clause shall be included unless a separate policy covering CITY is provided.
- f. PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:
- i. CONSULTANT shall carry and maintain Professional Liability Errors and Omissions Insurance in an amount not less than \$2,000,000 Dollars for all work performed under this Agreement.
 - ii. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors. With respect to General Liability, Professional liability coverage should be maintained for a minimum of five (5) years after contract completion.
 - iii. If Professional Liability coverages are written on a claims-made form:
 - 1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
 - 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
 - 4. A copy of the policy must be submitted to CITY for review.
- g. BUSINESS AUTOMOBILE COVERAGE:
- i. CONSULTANT shall carry and maintain business automobile insurance coverage on each vehicle used in the performance of the work in an amount not less than \$1,000,000 Dollars for one person and \$2,407,700 Dollars for more than one person and for property damage

resulting from any one occurrence which may arise from the operations of CONSULTANT in performing the work.

- ii. Such business automobile insurance shall include each of the following types:
 - 1. Comprehensive form, including loading and unloading.
 - 2. Owned.
 - 3. Hired.
 - 4. Non-owned.

12. **INDEMNITY AND LIMITATION.**

- a. CONSULTANT shall indemnify, defend, and hold harmless CITY, its elected officials, officers, employees, and representatives against any and all claims, suits, causes of action, demands, losses, costs, and damages and liability of every kind including but not limited to all fees and charges of attorneys and other professionals and all court or other dispute resolution costs for:
 - i. death or injuries to persons or for loss of or damage to property caused by, resulting from, or arising out of the intentional, reckless, negligent, or wrongful acts, errors or omissions, or other liability imposed by law of CONSULTANT, its officers, employees, agents, or representatives in the performance of services under this Agreement or any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work;
 - ii. CONSULTANT's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under the Agreement;
 - iii. claims by any employee of the CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, CONSULTANT'S indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.
- b. CITY shall give CONSULTANT prompt written notice of any such claims or suits filed against CITY arising out of the services provided under this Agreement. CONSULTANT agrees to defend against any claims brought or actions filed against CITY arising out of the services provided under this Agreement. If CITY'S tender of defense, based upon the indemnity provision, is rejected by CONSULTANT or CONSULTANT'S insurer, and CONSULTANT is later found by a court of competent jurisdiction to have been required to indemnify the CITY, then, in addition to any other remedies the CITY may have, CONSULTANT shall pay the CITY'S reasonable costs, expenses and attorney's fees incurred in obtaining such indemnification, defending themselves or enforcing the indemnification provision.
- c. The insurance requirements in this agreement shall not be construed as limiting CONSULTANT'S liability. Irrespective of the requirements for CONSULTANT to carry insurance as provided herein, insolvency, bankruptcy or failure of any insurance company to pay all claims accruing shall not be held to relieve CONSULTANT of any obligations under this agreement.

13. **DOCUMENTS.**

- a. All data used in compiling CONSULTANT's work, and the results of any tests or surveys, as well as all photographs, drawings, electronically stored records of work performed, renderings,

specifications, schedules, CONSULTANT's work, data processing output, computations, studies, audits, research, reports, models and other items of like kind prepared by CONSULTANT, and its employees, shall be the sole and exclusive property of CITY, and CITY shall own all intellectual property rights thereto whether the specific work project for which they are made is undertaken or not. CONSULTANT may retain reproducible copies of all of the foregoing documents for information and reference and customary marketing and public relations. The originals of all of the foregoing documents shall be delivered to CITY promptly upon completion thereof. This provision may be enforced by an order of specific performance and is independent of any other provision of this Agreement. Compliance by CONSULTANT with this paragraph shall be a condition precedent to CITY's obligation to make final payment to CONSULTANT. If CITY has specific requirements on the information and manner the documentation is collected, CITY shall provide those specifics to CONSULTANT in writing.

- b. Plans, specifications, maps and record drawings prepared or obtained under this Agreement shall be provided to CITY in a format approved by CITY which shall generally be a hard copy and an electronic copy, and shall become the property of CITY whether the work for which they are prepared is executed or not.
- c. The basic survey notes and sketches, charts, computations, and other data prepared under this Agreement shall be made available upon request to CITY without restriction or limitation on their use.
- d. CITY shall have the right to use reports, designs, details or products developed as part of this Agreement for purposes of maintenance, remodeling or reconstruction of existing facilities or construction of new facilities without additional compensation to CONSULTANT or without restriction or limitation on its use even if documents are considered copyrighted material.
- e. CITY will hold harmless CONSULTANT for any use or reuse of these reports, designs, or details for purposes other than the project associated with this Agreement unless CITY obtains validation of that use or reuse from CONSULTANT.

14. **RECORDS.**

- a. CONSULTANT shall maintain records, books, documents and other evidence directly pertinent to the performance of services under this Agreement in accordance with generally accepted accounting principles and practices.
- b. CONSULTANT agrees to keep proper books of records and accounts in which complete and correct entries will be made of payroll costs, travel, subsistence, and field expenses.
- c. Said books shall, at all times, be available for at least three (3) years after final payment for reasonable examination by CITY.

15. **TERMINATION.**

- a. CITY may terminate this Agreement by providing fourteen (14) days written notice prior to the effective termination date to CONSULTANT.
- b. In the event of such termination, CITY shall pay CONSULTANT for all services actually rendered up to and including the date of termination.
- c. CONSULTANT shall deliver to CITY copies of all drawings, reports, analyses, documents and investigations, whether completed or not, that were prepared or were being prepared under the provisions of this Agreement.

16. **CONFLICT BETWEEN DOCUMENTS.** In the event of a conflict between this Agreement and any other documents with Contractor, this Agreement shall govern.
17. **CONFLICT OF INTEREST.**
- a. CONSULTANT certifies that it has disclosed to CITY any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement.
 - b. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop after the date of execution of this Agreement.
 - c. CONSULTANT further agrees to complete any statements of economic interest required by either CITY ordinance or State law.
18. **NON WAIVER.** No failure or waiver or successive failures or waivers on the part of either party hereto, their successors or permittee assigns, in the enforcement of any condition, covenant, or Article of this Agreement shall operate as a discharge of any such condition, covenant, or Article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.
19. **NOTIFICATION.** All notices required or permitted to be made by either party in connection with this Agreement shall be in writing, and shall be deemed to have been duly given: (a) five (5) business days after the date of mailing if sent by U.S. mail, postage prepaid, (b) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this Section; or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at its address as set forth below unless written notice is given by either party of a change of address:
- | | | | |
|------------|--|------------|--|
| CITY: | City of St. George
175 East 200 North
St. George, Utah 84770 | CONSULTANT | Bowen Collins & Associates
20 North Main, Suite 107
St. George, Utah 84770 |
| Attention: | Jay Sandberg | Attention: | Todd Olsen |
20. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or threatened breach of this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party agree that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy. Nothing in this Agreement shall be construed to waive the sovereign immunity of the government parties.

21. **LEGAL FEES.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fee, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney's fee including appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, court costs, and any other costs incurred in connection with such action.
22. **MODIFICATION OF AGREEMENT.** CITY specifically reserves the right to modify or amend this Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work. All modifications shall be in writing and executed by both parties. Each Work Order adopted under this Agreement shall incorporate the terms and conditions of this Agreement and shall constitute a modification to this contract. A Work Order may amend the terms and conditions of this Agreement only as they apply to that particular Work Order and shall not have any general effect on this Agreement.
23. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by CITY in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement, but which shall not be retroactively applied to or modify this Agreement.
24. **SUCCESSORS AND ASSIGNS.** CONSULTANT shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without assigning the rights and the responsibilities under this Agreement and without the prior written approval of CITY. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.
25. **NO JOINT VENTURE, PARTNERSHIP OR THIRD PARTY RIGHTS.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
26. **INTEGRATION.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature between CITY and CONSULTANT and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this PROJECT.
27. **SEVERABILITY.** If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a

decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

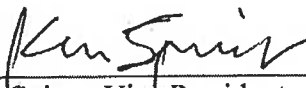
28. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this agreement.
29. **SURVIVAL.** It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
30. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
31. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
32. **AUTHORITY OF PARTIES.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated and that this Agreement constitutes a valid and binding Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the CITY and CONSULTANT effective from the day and year first written above.

CITY: CITY OF ST. GEORGE

OWNER: Bowen Collins & Associates

Jonathan T. Pike, Mayor


Ken Spiers, Vice President

Attest:

Approved as to form:

Christina Fernandez, City Recorder

Paula Houston, Deputy City Attorney

February 10, 2016

Jay Sandberg, P.E.
City Engineer
St. George City
175 East 200 North
St. George, Utah 84770

Subject: Proposal for the Virgin River Stream Restoration Project Upstream of the Man-O-War Bridge

Dear Jay:

In accordance with your request, Bowen Collins & Associates (BC&A) has prepared this scope of services for the Virgin River Stream Restoration Project Upstream of the Man-O-War Bridge for your review and consideration. Recent floods on the Virgin River have deposited sediment upstream of the bridge. It is understood that last year St. George City received a grant from the Federal Highways Administration (FHWA) to remove sediment underneath the Man-O-War Bridge. That sediment removal project extended approximately 200-feet upstream and downstream of the bridge. This proposed stream restoration project will extend from the end of the previously completed FHWA project another 900-feet upstream. St. George City has recommended this project to the Washington County Flood Control Authority (WCFCA) to be included in their Capital Facilities Plan. The Work at this site includes the following:

- Obtaining necessary permits to complete the work in the river.
- Provide 30-percent conceptual design drawings for bidding of the work. The cross section for the stream restoration will be based upon the Virgin River Master Plan and the conceptual drawings will include enough information for a contractor to bid the work.
- Preparing a bid/proposal package to select a general contractor for the Work.
- Provide bid/proposal period services.
- Provide limited construction management/observation services to verify the permit compliance.

It is understood that St. George City has permission to access the river in this location to complete the Work and that no additional easements and/or right-of-way will be required for the project.

We propose to complete the following scope of services associated with the design and construction of the Virgin River Stream Restoration Project Upstream of the Man-O-War Bridge.

PROPOSED SCOPE OF SERVICES

Task 1 – Permitting

Task 1 - 1: Environmental Field Work.

Wetland Delineation: This task includes a site visit, data forms, digging and analyzing soil test pits, developing a wetland boundary map, and the preparation of a delineation report to be submitted to the Corps of Engineers for review and approval.

Class III Cultural Resource Report: Construction impacts to the Virgin River will require a Nationwide Permit with the Corps of Engineers. The Nationwide Permit requires a Class III Cultural Report, meaning that an archaeologist must walk the site and survey for cultural and archeological artifacts. A final report will be included in the Nationwide Permit to the Corps of Engineers as an appendix.

Biological Site Survey and Assessment: BC&A's biologist will conduct a site visit to identify any threatened and endangered species and will prepare a Biological Assessment to be included in the appendices of the permit application.

Task 1-2: Permitting. BC&A will prepare the Corps of Engineers Nationwide Permit 27 application, coordinate with the permitting agencies, and assist City personnel in obtaining a Utah State – Stream Alteration Permit.

Task 2 – Design Period Services

Task 2 - 1: Design Drawings. BC&A will prepare 30-percent concept plans for the Virgin River Stream Restoration Project Upstream of the Man-O-War Bridge. Existing digital aerial photography and LiDAR elevation imagery provided by St. George City will be used for the base mapping of the project. These conceptual design drawings will include plans and details for revegetation and restoration of disturbed areas as required by the environmental permits. Our estimated cost to complete this task has been prepared assuming the following drawings will be provided.

Sheet No.	Drawings
C-1	Excavation Plan
C-2	Restoration Plan
C-3	Cross Section
C-4	Typical Cross Sections and Details

Task 2 - 2: Proposal Documents. BC&A staff will prepare proposal documents using St. George City's current special conditions, bidding, contract legal documents, and the conceptual design drawings prepared as part of Task 2 - 1. This proposal document will be provided to the City/WCFCA in electronic (pdf) format for review. After receiving review comments, we will prepare final electronic proposal/contract documents to receive proposals from the general contractors. Up to six hard copies of the proposal/contract documents will be delivered to the WCFCA for review, construction, and contracting.

Task 3 - Proposal Period Services

Task 3 – 1: Proposal Period Services. BC&A's project team members will be available to answer questions from prospective contractors during the proposal/bid period for the Virgin River Stream Restoration Project Upstream of the Man-O-War Bridge. BC&A staff will prepare any required clarifications or addenda to the contract documents.

Task 3 – 2: Pre-Proposal Meeting. BC&A staff will coordinate the pre-proposal meeting, prepare a meeting agenda, and help conduct the meeting. It is anticipated that the meeting will be a two-hour meeting with the contractors, St. George City/WCFCA personnel, and others as needed.

Task 3 – 3: Proposal Review. BC&A staff will attend the proposal opening, tabulate proposal's received, meet with St. George City/WCFCA personnel on proposals received, and make a recommendation for project award.

Task 4 - Construction Period Services

Task 4-1: Pre-Construction Meeting. BC&A staff will coordinate the pre-construction meeting, prepare the agenda, document the meeting, and distribute notes of the meeting. The meeting will be two hours long and include the personnel from the contractor, St. George City, WCFCA, and others as needed.

Task 4-2: Construction Observation and Permit Compliance. BC&A will provide limited observation of the sediment removal and restoration, including preparing for and attending weekly on-site progress meetings with the contractor. These services are provided for quality assurance purposes and to document that construction is in compliance with the environmental permitting requirements. For budgetary purposes it is assumed that services associated with this task will include 3 hours per week over an assumed 10 week construction period.

Task 4-3: Record Drawings. BC&A staff will prepare record drawings documenting the extents of disturbed area and restoration limit associated with the Virgin River Stream Restoration Project Upstream of the Man-O-War Bridge. BC&A will contract the services of RB Surveying to complete a field survey for the record drawings.

PROPOSED PROJECT SCHEDULE

We propose to submit the necessary permit application within 30 days of receiving a Notice to Proceed. The design will be finalized shortly after submittal of the permits. For budgetary purposes, the following assumptions were made in developing the cost estimate for this project:

1. St. George City will provide copies of their recently completed LiDAR elevation imagery for design.
2. No new hydrologic analyses will be performed as part of the project.
3. No additional right of way documents will be required.
4. No geotechnical investigation or material testing will be required.

COST SUMMARY

We have tabulated estimated man-hours and costs to complete each task outlined in the previously defined scope of services. As presented in the attached Exhibit A, we propose to complete the scope of services for a fee not to exceed \$35,291.

We are willing to negotiate the scope of work, schedule, and fee, if there is something in this proposal that does not meet your needs. We enjoy working with St. George City and the WCFCA and are very interested in providing engineering services on the project. We are available to start work immediately. Please call if you have any questions or if you need additional information.

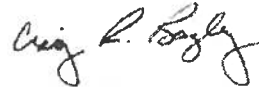
Mr. Jay Sandberg
December 10, 2015
Page 4

Sincerely,

Bowen, Collins & Associates

A handwritten signature in black ink, appearing to read "Todd Olsen".

Todd Olsen, P.E.
Project Manager

A handwritten signature in black ink, appearing to read "Craig R. Bagley".

Craig R. Bagley, P.E.
Principal

Attachments

St. George City

Virgin River Stream Restoration Project Upstream of Man-O-War Bridge
Engineering Man-hours and Fee Estimate

Bowen Collins
& Associates, Inc.

12/10/2015

Task Description	Editor	Techs	Environmental			Engineers			Subtotal Hours	Subtotal Labor	Subtotal Expenses	Expenses		Total Cost
			Environ.	Environ.	Environ.	Proj. Mngr	Principal					Computer	Subcontractor	
Labor Category	Hilbert	Tech 4	Davis	Tsandes	Olsen	Bagley						\$ 7.00		
Staff														
Labor Rate	\$62	\$107	\$102	\$107	\$112	\$154								
TASK 1 - Permitting														
1-1 Environmental Field Work			48						48	\$ 4,896	\$ 3,086	\$ 336	\$ 2,750	\$ 7,982
1-2 Permitting			44	4	3				51	\$ 5,252	\$ 357	\$ 357		\$ 5,609
TOTAL - TASK 1	0	0	92	4	3	0			99	\$ 10,148	\$ 3,443	\$ 693	\$ 2,750	\$ 13,591
TASK 2 - Design														
2-1 Design Drawings		38			20	2			60	\$ 6,614	\$ 420	\$ 420		\$ 7,034
2-2 Proposal Documents	4				15	1			20	\$ 2,082	\$ 140	\$ 140		\$ 2,222
TOTAL - TASK 2	4	38	0	0	35	3			80	\$ 8,696	\$ 560	\$ 560	\$ -	\$ 9,256
TASK 3 - Proposal Period														
3-1 Proposal Period Services		8			12				20	\$ 2,200	\$ 140	\$ 140		\$ 2,340
3-2 Pre-Proposal Meeting					4				4	\$ 448	\$ 28	\$ 28		\$ 476
3-3 Proposal Review					4				4	\$ 448	\$ 28	\$ 28		\$ 476
TOTAL - TASK 3	0	8	0	0	20	0			28	\$ 3,096	\$ 196	\$ 196	\$ -	\$ 3,292
TASK 4 - Construction Period Services														
4-1 Pre-Construction Meeting					4				4	\$ 448	\$ 28	\$ 28		\$ 476
4-2 Construction Observation and Permit Compliance					30				30	\$ 3,360	\$ 210	\$ 210		\$ 3,570
4-3 Record Drawings		8			6				14	\$ 1,528	\$ 3,578	\$ 98	\$ 3,480	\$ 5,106
TOTAL - TASK 4	0	8	0	0	40	0			48	\$ 5,336	\$ 3,816	\$ 336	\$ 3,480	\$ 9,152
TOTAL	4	54	92	4	98	3			265	\$ 27,276	\$ 8,015	\$ 1,785	\$ 8,230	\$ 35,291

Expenses include:
Computer/Communications Charge at \$7/labor hour
10% Markup on other project related expenses



BOWECOL-01 SBARKER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER American Insurance & Investment Corp. 448 South 400 East Salt Lake City, UT 84111	CONTACT NAME: Shauna Barker PHONE (A/C, No, Ext): (801) 364-3434 643 E-MAIL ADDRESS: Shauna.Barker@american-ins.com FAX (A/C, No): (801) 355-5234														
INSURED Bowen Collins & Associates Michelle Skousen 154 East 14000 South Draper, UT 84020	INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Travelers Indemnity Company</td><td>25658</td></tr><tr><td>INSURER B: Sentinel Insurance Co Ltd</td><td>11000</td></tr><tr><td>INSURER C: Twin City Fire Insurance Co</td><td>29469</td></tr><tr><td>INSURER D: XL Specialty Insurance Company</td><td>37885</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER	NAIC #	INSURER A: Travelers Indemnity Company	25658	INSURER B: Sentinel Insurance Co Ltd	11000	INSURER C: Twin City Fire Insurance Co	29469	INSURER D: XL Specialty Insurance Company	37885	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT LOC OTHER	X	6802794L324	07/16/2015	07/16/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS	X	34UENKW2924	07/16/2015	07/16/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP6766Y453	07/16/2015	07/16/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	34WEBM3696	08/04/2015	08/04/2016	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
D	Prof Liab Claim Made		DPR9725107	08/04/2015	08/04/2016	Per Claim Limit 5,000,000
D	Retro Date 7/1/97		DPR9725107	08/04/2015	08/04/2016	Aggregate Limit 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Virgin River Stream Restoration Project Upstream of Man-O-War Bridge Project, The City of St. George is named as an additional insured with respects to the General & Auto Liability as per the contract. A 30day notice of cancellation applies to the policies with the exception of non-payment of premium which is 10 days.

CERTIFICATE HOLDER

CANCELLATION

City of St. George
Attn: Jay Sandberg
175 East 200 North
St. George, UT 84770

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DRAFTAgenda Item Number : **2F**

Request For Council Action

Date Submitted 2016-04-14 12:42:24**Applicant** Laurie Mangum**Quick Title** Award of bid for Transformer**Subject** Award of bid for transformers from 10 kVA - 100 kVa in size. See the full list on the attached file.**Discussion** Staff is recommending the bid be awarded to Anixter HD Supply. This bid met city specifications. The low bidder, Codale, did not meet city specifications.**Cost** \$66,620**City Manager Recommendation** Recommend approval.**Action Taken****Requested by****File Attachments** [Transformer bid.pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** [Transformer bid.pdf](#)

PAGE OF

ITEM	QUANTITY	UNIT OR MEASURE	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
	2		10 KVA pad mount		
	6		25 KVA pad mount		
	6		37.5 KVA pad mount		
	6		50 KVA pad mount		
	6		75 KVA pad mount		
	4		100 KVA pad mount		
			All transformers are pad mount single phase w/ Stainless Steel bottoms as per City of St. George Spec.		

PURCHASING

MEMORANDUM OF BID OPENING

Bid No. & Title: 16-0019 Pad Mount Transformers
 Bids Opened By: C. Hood
 Bids Recorded By: C. Hood
 Time of Opening: 2:00 PM
 Date of Opening: 4/4/2016
 Place of Opening: CCC

Apparent Low Bidder:

Amount of Bid:

Order of Bid Opening:

Codak Electric

\$

Amount of Bid:

Base: 63,217.⁰⁰

Alter. 1

Alter. 2

Alter. 3

Doesn't Meet City Specs
on Transformers

*

Amstar / HD Supply

Base: 66,620.⁰⁰

Alter. 1

Alter. 2

Alter. 3

Base:

Alter. 1

Alter. 2

Alter. 3

Base:

Alter. 1

Alter. 2

Alter. 3

Those Present:

* No Bid from EWS or CED

BID SCHEDULE

16-0019

COMPANY NAME: Anixter Power Solutions

TELEPHONE NO.: 801-290-1121

FAX NO.: 435-650-5467

435-272-2487

E-MAIL ADDRESS: ronald.stratton@anixter.com

FOB POINT: **DESTINATION** (for freighted items being delivered to the city)

PAYMENT DISCOUNT TERMS: Net 30 (Example: 2/10, Net 30)

CITY BUSINESS LICENSE NO.: 00027838

OR, REGISTERED WITH CITY LICENSE OFFICER

Please sign and return this form when submitting your bid.

*Note: All transformers are pad mount, single phase 2/stainless steel bottoms as per City of St. George Specifications.

ITEM DESCRIPTION	QUANTITY	PRICE EACH	TOTAL BID PRICE
1. 10 KVA Pad Mount	2 each	<u>1461.⁰⁰</u>	<u>2922.⁰⁰</u>
2. 25 KVA Pad Mount	6 each	<u>1750.⁰⁰</u>	<u>10,500.⁰⁰</u>
3. 37.5 KVA Pad Mount	6 each	<u>1996.⁰⁰</u>	<u>11,976.⁰⁰</u>
4. 50 KVA Pad Mount	6 each	<u>2242.⁰⁰</u>	<u>13,452.⁰⁰</u>
5. 75 KVA Pad Mount	6 each	<u>2715.⁰⁰</u>	<u>16,290.⁰⁰</u>
6. 100 KVA Pad Mount	4 each	<u>2870.⁰⁰</u>	<u>11,480.⁰⁰</u>
			<u>66,620.⁰⁰</u>

TOTAL AMOUNT (IN WORDS): Sixty Six Thousand Six hundred twenty. ^{no/100}

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:

Ronald Stratton Sales 3-31-16

SIGNATURE

TITLE

DATE

BID SCHEDULE

16-0019

COMPANY NAME: Codale Electric Supply

TELEPHONE NO.: 628 6333

FAX NO.: 628 7154

E-MAIL ADDRESS: claminicr@codale.com

FOB POINT: DESTINATION (for freighted items being delivered to the city)

PAYMENT DISCOUNT TERMS: Net 30 (Example: 2-10, Net 30)

CITY BUSINESS LICENSE NO.: 00008203

OR, REGISTERED WITH CITY LICENSE OFFICER

Please sign and return this form when submitting your bid.

*Note: All transformers are pad mount, single phase 2/stainless steel bottoms as per City of St. George Specifications.

<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>PRICE EACH</u>	<u>TOTAL BID PRICE</u>
1. 10 KVA Pad Mount	2 each	<u>1,843¹⁵</u>	<u>3,686³⁰</u>
2. 25 KVA Pad Mount	6 each	<u>1,892⁴¹</u>	<u>11,355⁹⁴</u>
3. 37.5 KVA Pad Mount	6 each	<u>2,015⁷⁴</u>	<u>12,094⁷⁴</u>
4. 50 KVA Pad Mount	6 each	<u>2,105²⁷</u>	<u>12,631⁶²</u>
5. 75 KVA Pad Mount	6 each	<u>2,185²⁴</u>	<u>13,111⁰³</u>
6. 100 KVA Pad Mount	4 each	<u>2,594²²</u>	<u>10,336⁸⁸</u>

TOTAL AMOUNT (IN WORDS): Sixty-three thousand two hundred and seventeen.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:

Domine Kuhlman

Sr/Tr

4-4-16

SIGNATURE

TITLE

DATE

City of St. George
175 East 200 North
St. George, Utah 84770

 **E-MAILED**
To All 3/22/16

Phone: 435-627-4717

Fax: 435-627-4731

to:

Codale Electric - LukeA@codale.com

BSE- Electrical Wholesale
edodge@borderstates.com

HD Supply - Ronald.stratton@hdsupply.com

BID REQUEST:

PAD MOUNT TRANSFORMERS

5 PAGES

***Bid Due back by ~~MON~~ April 4th 2016 at
2:00 p.m.***

RETURN YOUR BID RESPONSE BY MAIL, EMAIL OR FAX TO:

**Connie R. Hood, CPPB
Purchasing Manager
175 E 200 N
City of St. George
435-627-4717 (t)
435-627-4731 (f)
connie.hood@sqcity.org**

PUBLIC NOTICE

DATE: March 23rd, 2016

The City of St. George will accept sealed bids to furnish the following:

Pad Mount Transformers

Specifications are available at the Purchasing Office, 175 East 200 North, St. George, Utah 84770, Monday through Friday, from 8:00 a.m. to 5:00 p.m.

Bids will be accepted until **April 4th, 2016 at 2:00 p.m.** The bids will be opened publicly at that time in the Council Chambers.

All bid documents will be plainly marked with INQUIRY NO: **16-0019** on the outside of the sealed envelope. Envelopes are to be addressed - Attn: Purchasing.

The City reserves the right to reject any or all bids or waive any irregularity.

Codale, HD Supply, Electrical Wholesale, CED

INSTRUCTION TO BIDDERS

I-A2-01 PROPOSALS: The City of St. George requests bid proposals for supplies or services outlined in these documents.

- a. **FORM:** Each proposal shall be submitted in a sealed envelope bearing the words City of St. George Bid #16-0019 AS STATED IN THE PUBLIC NOTICE ATTACHED, Attention: Purchasing. The bid **MUST** be submitted on the form in this document. Bids submitted on other forms will be rejected.
- b. **DISCREPANCIES:** In the case of a discrepancy in the extension of a line item, the unit price shall govern. In the case of a difference between the amount written in words and the amount written in figures, the written words shall govern.
- c. **ENTRIES:** Entries shall be legible written in ink or typed.
- d. **ALTERATIONS:** Alterations of any kind on any page of the bid shall not be made.
- e. **MODIFICATIONS:** Modifications to the documents or oral proposals shall not be considered. Alternate proposals shall not be considered unless specifically called for in the bid proposal. Inclusion of alternate proposals when not called for shall invalidate the entire bid.
- f. **SIGNATURES:** All proposals shall be signed by an authorized representative of the company, and have the full business address written in the appropriate spaces.
- g. **PROPOSAL DELIVERY:** Proposals must be delivered prior to the time stipulated above; otherwise, the proposal will be returned unopened. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope, properly addressed.
- h. **WITHDRAWAL:** Any proposal may be withdrawn any time prior to the scheduled closing time for receipt of proposals.
- i. **OPENING:** Proposals shall be opened and publicly read aloud at the time and place stipulated in the Public Notice.
- j. **AWARD AND REJECTION:** The contract will be awarded to the lowest and/or best qualified responsible bidder. The City reserves the right to reject any or all proposals or waive any informality or technicality in any proposal. All bids shall hold firm for a period of sixty (60) days after the date of opening.

Bids will not be considered complete and will therefore be rejected if all required Bid Documents are not returned and complete at the time of the bid opening.

Bids are to be quoted "All or None" unless otherwise stipulated. A partial quote will be rejected.

k. **LOCAL VENDOR PREFERENCE:** In awarding bids for public work or for the procurement of supplies or services, preference shall be given to local vendors. A "local vendor" is defined as a business having:

- (1) a commercial office, store, distribution center, or other place of business located within the boundaries of the City, with an intent to remain on a permanent basis;
- (2) a current St. George City business license; and,
- (3) at least one employee physically present at the local business outlet.

All three criteria must be met in order to qualify as a local vendor. If there are no bidders who qualify as a local

vendor, the same preference may then be extended to residents of Washington County under the conditions below.

If a low bid is submitted by a non-local bidder, the bid may be awarded to a local vendor if the local resident's bid is within five percent (5%) of the low non-local bid, and if the local vendor agrees, in writing, within seventy-two (72) hours after notification that he is the qualified referred bidder, to meet the low bid. Such notice shall contain the exact bid submitted by the non-local bidder, and the Purchasing Agent shall enter into no contract until seventy-two (72) hours have elapsed after notification to the local vendor. The principal place of business of a local vendor may be elsewhere as long as a local branch meeting the above criteria is present. The domicile of one or more partners, owners, associates, directors, employees or agents shall not qualify for constituting a local vendor in the absence of an actual local business outlet.

l. LICENSING: The successful bidder will be required to show proof of St. George City Business License or registration with the business license officer and shall be in compliance with Worker's Compensation rules and laws.

m. ADDENDA: All addenda shall become part of the bid document and be included in the bid at the time of the bid opening.

I-A2-02 OWNER'S RIGHT RESERVED: The City of St. George reserves the right to reject any or all bids for any reason whatsoever.

I-A2-03

**COMPLIANCE CERTIFICATION OF 8 USC § 1324a FOR ALL CONTRACTS BETWEEN
THE CITY OF ST. GEORGE AND A CONTRACTOR**

By submitting a proposal and by signing this certification and a contract with the City, Contractor certifies that it does not and will not during the performance of this contract knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC § 1324a. Contractor agrees to require all subcontractors at the time they are hired for this project to sign a Certification of Legal Work Status and submit the Certification to City prior to any work being performed by the subcontractors. Contractor agrees to produce, at the City's request, documents to verify compliance with applicable State and Federal laws. If Contractor knowingly employs workers or subcontractors in violation of 8 USC § 1324a, such violation shall be cause for unilateral cancellation of the contract between Contractor and City. In addition, Contractor may be suspended from participating in future projects with the City for a period of one (1) year. In the event this contract is terminated due to a violation of 8 USC § 1324a by Contractor or a subcontractor of Contractor, Contractor shall be liable for any and all costs associated with such termination, including, but not limited to, any damages incurred by the City as well as attorney fees. For purposes of compliance, the City requires Contractor and subcontractors to use E-Verify to verify the employment eligibility of all employees as allowed by law and the E-Verify procedures. Contractor and subcontractors must maintain authorized documentation of the E-Verify.

I-A2-04 QUESTIONS: Questions concerning information in the bid package should be directed to:

Connie R. Hood, CPPB
Purchasing Agent
City of St. George
175 East 200 North
St. George, UT 84770
(435) 627-4717

BID SCHEDULE

16-0019

COMPANY NAME: _____
TELEPHONE NO.: _____
FAX NO.: _____
E-MAIL ADDRESS: _____

FOB POINT: **DESTINATION** (for freighted items being delivered to the city)

PAYMENT DISCOUNT TERMS: _____ (Example: 2/10, Net 30)

CITY BUSINESS LICENSE NO.: _____

OR, REGISTERED WITH CITY LICENSE OFFICER

Please sign and return this form when submitting your bid.

***Note: All transformers are pad mount, single phase 2/stainless steel bottoms as per City of St. George Specifications.**

<u>ITEM/DESCRIPTION</u>	<u>QUANTITY</u>	<u>PRICE EACH</u>	<u>TOTAL BID PRICE</u>
1. 10 KVA Pad Mount	2 each	_____	_____
2. 25 KVA Pad Mount	6 each	_____	_____
3. 37.5 KVA Pad Mount	6 each	_____	_____
4. 50 KVA Pad Mount	6 each	_____	_____
5. 75 KVA Pad Mount	6 each	_____	_____
6. 100 KVA Pad Mount	4 each	_____	_____

TOTAL AMOUNT (IN WORDS): _____

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:

SIGNATURE

TITLE

DATE

DRAFTAgenda Item Number : **2G**

Request For Council Action

Date Submitted 2016-04-12 08:23:43**Applicant** C. Hood**Quick Title** Bid Award**Subject** Active Shooter Defense Kits for Police**Discussion** These kits consists of Over Uniform Body Armor, Ceramic plate inserts, Helmets, Individual First Aid kits, etc.**Cost** \$0.00**City Manager Recommendation** Recommend approval as this equipment will give our officers much improved protection when necessary.**Action Taken****Requested by** Thad Feltner/Marlon**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments** Bid parameters are included as attachments as is the bid results. Complete bid summary packet has been sent to legal for review.

DRAFTAgenda Item Number : **2H**

Request For Council Action

Date Submitted 2016-04-12 08:08:08**Applicant** C. Hood**Quick Title** Award for Custom Equipment for Fleet Facility**Subject** Custom designed equipment for this specific project. Will be installed by consultant's team.**Discussion** Under CRSA management, award will be to Automotive Equipment of Nevada for the Custom Designated Equipment for the new Fleet Facility**Cost** \$352,689.10**City Manager Recommendation** Part of new fleet facility. Recommend approval.**Action Taken****Requested by** Courtney Stephens**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

DRAFT

Agenda Item Number :

Request For Council Action

Date Submitted 2016-04-20 10:30:09**Applicant** Jeff Peay - Park Planning Manager**Quick Title** Bid Award - Little Valley Complex Ph 5 Sports Fields**Subject** Little Valley Complex Phase 5 Sports Fields

Discussion Two weeks ago this project was awarded to Kokopelli Landscaping as the low bid. However, they recently withdrew their bid due to contracting licensing issues. It is now required that we award the bid to the next lowest bidder who is B. Hansen Construction, Inc. Their original bid exceeded the budgeted amount for the project, so in an effort to keep the project under budget, the additive alternate which included the less expensive sand materials will be used. B. Hansens bid amount for the scope of this project (based on the additive alternate) is \$1,998,071.18. We are seeking approval to accept the low bid by B. Hansen Construction, Inc. for the amount of \$1,998,071.18.

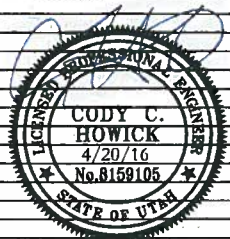
Cost \$1,998,071.18**City Manager
Recommendation****Action Taken****Requested by** Jeff Peay - Park Pla**File Attachments** [Bid Tab - LVSF w Deductibles.pdf](#)**Approved by Legal
Department?****Approved in Budget?** **Amount:**

Additional Comments The original project cost estimate indicated that the design and construction costs for this phase as noted in the revised bid line items would come in at \$2,657,835. City Park Planning staff have obtained separate approval for the purchase of Musco field lighting and additional Dixie Power infrastructure for the site that will be necessary for the project to be completed. Engineering and consulting fees related to the design and construction of the project have also been previously approved and will be coming from the budget. The costs for these items as well as the proposed low bid construction contract will be under the RAP Tax budget amount of \$2,657,835. The Legal Dept. has reviewed the contract and is familiar with the agreement and bid information.

Attachments [Bid Tab - LVSF w Deductibles.pdf](#)

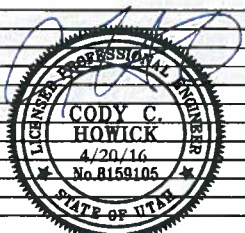
BID TABULATION

No.	Item Description	Qty's			Unit	Kokopelli Landscaping		B. Hansen Construction, Inc.	
		Original	Adjusted to Fit Within Budget	Total		Unit Price	Amount	Unit Price	Amount
BASE BID ITEMS									
1	MOBILIZATION	1	0	1	LS	\$ 49,500.00	\$ 49,500.00	\$ 20,000.00	\$ 20,000.00
2	TRAFFIC CONTROL & SITE SECURITY	1	0	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 20,000.00	\$ 20,000.00
3	CONSTRUCTION STAKING	1	0	1	LS	\$ 17,000.00	\$ 17,000.00	\$ 30,000.00	\$ 30,000.00
4	SWPPP COMPLIANCE	1	0	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00
5	PROJECT SIGN	1	0	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00
6	DUST CONTROL & WATERING	1	0	1	LS	\$ 10,105.00	\$ 10,105.00	\$ 10,000.00	\$ 10,000.00
7	DROP INLET BARRIER	5	0	5	EA	\$ 400.00	\$ 2,000.00	\$ 500.00	\$ 2,500.00
8	STABILIZED CONSTRUCTION ENTRANCE	2	0	2	EA	\$ 1,050.00	\$ 2,100.00	\$ 1,000.00	\$ 2,000.00
9	CLEARING, GRUBBING & DEMOLITION	1	0	1	LS	\$ 9,603.00	\$ 9,603.00	\$ 15,000.00	\$ 15,000.00
10	2.5" BITUMINOUS SURFACING W/ BASE (PARKING LOT)	52,110	0	52,110	SF	\$ 2.58	\$ 134,443.80	\$ 1.75	\$ 91,192.50
11	2.5" BITUMINOUS SURFACING W/ BASE (TRAIL)	9,354	0	9,354	SF	\$ 4.52	\$ 42,288.08	\$ 2.42	\$ 22,636.68
12	2.5" STANDARD CURB & GUTTER W/ BASE - TYPE HB 30-7	810	0	810	LF	\$ 15.66	\$ 12,684.60	\$ 19.00	\$ 15,390.00
13	2" CURB & GUTTER W/ BASE	1,360	0	1,360	LF	\$ 15.99	\$ 21,716.40	\$ 16.00	\$ 21,760.00
14	PEDESTRIAN RAMP W/ BASE	6	0	6	EA	\$ 700.00	\$ 4,200.00	\$ 2,200.00	\$ 13,200.00
15	PEDESTRIAN PARKING RAMP W/ BASE	3	0	3	EA	\$ 485.00	\$ 1,455.00	\$ 2,250.00	\$ 6,750.00
16	PEDESTRIAN ENTRANCE RAMP W/ BASE	1	0	1	EA	\$ 700.00	\$ 700.00	\$ 2,200.00	\$ 2,200.00
17	STANDARD SIDEWALK W/ BASE	16,474	(3,627)	12,847	SF	\$ 3.90	\$ 50,103.30	\$ 4.50	\$ 57,811.50
18	STANDARD SIDEWALK W/ BASE (REINFORCED)	2,899	(328)	2,571	SF	\$ 4.80	\$ 12,340.80	\$ 5.75	\$ 14,783.25
19	6" x 6" LANDSCAPE CURB	798	(482)	316	LF	\$ 7.50	\$ 2,370.00	\$ 8.50	\$ 2,686.00
20	6" x 12" FIELD CURB	2,278	(111)	2,167	LF	\$ 9.02	\$ 19,546.34	\$ 8.50	\$ 18,419.50
21	6" x 24" VOLLEYBALL CURB	518	(518)	0	LF	\$ 20.25	\$ -	\$ 10.00	\$ -
22	CONCRETE CROSSWALK	352	0	352	SF	\$ 6.00	\$ 2,112.00	\$ 6.50	\$ 2,288.00
23	STACKED ROCK SEAT WALL	354	0	354	LF	\$ 40.00	\$ 14,160.00	\$ 48.00	\$ 16,992.00
24	PAVILION	1	(1)	0	LS	\$ 124,000.00	\$ -	\$ 60,000.00	\$ -
25	VOLLEYBALL NET POST PAIR, NET & RELATED APPURTENANCES	4	(4)	0	EA	\$ 92.00	\$ -	\$ 8,000.00	\$ -
26	SIGNAGE	1	0	1	LS	\$ 2,100.00	\$ 2,100.00	\$ 6,000.00	\$ 6,000.00
27	STRIPING	1	0	1	LS	\$ 1,800.00	\$ 1,800.00	\$ 5,500.00	\$ 5,500.00
28	TIMBER FENCE W/ STEEL FABRIC	597	0	597	LF	\$ 38.00	\$ 22,686.00	\$ 25.00	\$ 14,925.00
29	RESTROOM BUILDING & APPURTENANCES	1	0	1	LS	\$ 312,000.00	\$ 312,000.00	\$ 132,000.00	\$ 132,000.00
30	EARTHWORK & GRADING	1	0	1	LS	\$ 77,200.00	\$ 77,200.00	\$ 192,000.00	\$ 192,000.00
31	IMPORTED ROOT ZONE SAND	1	(1)	0	LS	\$ 335,400.00	\$ -	\$ 620,000.00	\$ -
32	IMPORTED VOLLEYBALL SAND	1	(1)	0	LS	\$ 58,500.00	\$ -	\$ 40,000.00	\$ -
33	EXPORT EXCESS FILL	1	0	1	LS	\$ 21,980.00	\$ 21,980.00	\$ 48,000.00	\$ 48,000.00
34	MISCELLANEOUS CONNECTIONS & TIE-INS	1	0	1	LS	\$ 7,750.00	\$ 7,750.00	\$ 9,000.00	\$ 9,000.00
35	DETENTION BASIN OUTLET STRUCTURE	1	0	1	LS	\$ 14,040.00	\$ 14,040.00	\$ 10,000.00	\$ 10,000.00
36	8" GATE VALVE ASSEMBLY	3	0	3	EA	\$ 1,825.00	\$ 5,475.00	\$ 2,200.00	\$ 6,600.00
37	2" CULINARY WATER METER & SETTER	1	0	1	EA	\$ 3,725.00	\$ 3,725.00	\$ 2,800.00	\$ 2,800.00
38	1" POLYETHYLENE WATER LATERAL	260	0	260	LF	\$ 8.00	\$ 2,080.00	\$ 10.00	\$ 2,600.00
39	2" POLYETHYLENE WATER LATERAL	694	0	694	LF	\$ 10.50	\$ 7,287.00	\$ 12.00	\$ 8,328.00
40	4" PVC SEWER LATERAL	682	0	682	LF	\$ 9.70	\$ 6,615.40	\$ 12.00	\$ 8,184.00
41	PVC SEWER CLEANOUT	8	0	8	EA	\$ 835.00	\$ 6,680.00	\$ 300.00	\$ 2,400.00
42	8" PVC SDR21 PURPLE PIPE	904	0	904	LF	\$ 32.75	\$ 29,606.00	\$ 20.00	\$ 18,080.00
43	4" PERFORATED FIELD DRAIN PIPE	5,726	(320)	5,406	LF	\$ 2.75	\$ 14,866.50	\$ 6.25	\$ 33,787.50
44	4" HDPE DRAIN PIPE	25	0	25	LF	\$ 3.75	\$ 93.75	\$ 10.00	\$ 250.00
45	6" HDPE DRAIN PIPE	1,640	(124)	1,516	LF	\$ 7.25	\$ 10,991.00	\$ 14.00	\$ 21,224.00
46	8" HDPE DRAIN PIPE	981	0	981	LF	\$ 9.40	\$ 9,221.40	\$ 16.00	\$ 15,696.00
47	10" HDPE DRAIN PIPE	365	0	365	LF	\$ 24.10	\$ 8,796.50	\$ 18.00	\$ 6,570.00
48	12" HDPE DRAIN PIPE	69	0	69	LF	\$ 26.00	\$ 1,794.00	\$ 20.00	\$ 1,380.00
49	36" RCP DRAIN PIPE	230	0	230	LF	\$ 86.00	\$ 19,780.00	\$ 68.00	\$ 15,640.00
50	FIELD DRAIN CLEANOUT	52	(4)	48	EA	\$ 60.00	\$ 2,880.00	\$ 40.00	\$ 1,920.00
51	FIELD DRAIN INLET	19	0	19	EA	\$ 420.00	\$ 7,980.00	\$ 300.00	\$ 5,700.00
52	36" PIPE OUTFALL	2	0	2	EA	\$ 2,700.00	\$ 5,400.00	\$ 2,900.00	\$ 5,800.00
53	STANDARD CATCH BASIN W/ GRATE	5	0	5	EA	\$ 1,840.00	\$ 9,200.00	\$ 2,600.00	\$ 13,000.00
54	CLEANOUT BOX W/ COVER	1	0	1	EA	\$ 1,900.00	\$ 1,900.00	\$ 2,000.00	\$ 2,000.00
55	CLEANOUT BOX W/ BOLTED COVER	2	0	2	EA	\$ 4,800.00	\$ 9,600.00	\$ 5,000.00	\$ 10,000.00
56	SPORTS FIELD LIGHTS CONDUIT, CONDUCTOR, CONNECTIONS & TIE-INS	1	0	1	LS	\$ 33,900.00	\$ 33,900.00	\$ 28,000.00	\$ 28,000.00
57	SPORTS FIELD LIGHT PRE-CAST CONCRETE BASE (INSTALL ONLY)	9	0	9	EA	\$ 2,160.00	\$ 19,440.00	\$ 1,500.00	\$ 13,500.00
58	SPORTS FIELD LIGHT STEEL POLE & FIXTURE (INSTALL ONLY)	9	0	9	EA	\$ 975.00	\$ 8,775.00	\$ 1,200.00	\$ 10,800.00
59	VOLLEYBALL LIGHTS CONDUIT, CONDUCTOR, CONNECTIONS & TIE-INS	1	(1)	0	LS	\$ 975.00	\$ -	\$ 6,900.00	\$ -
60	VOLLEYBALL LIGHT PRE-CAST CONCRETE BASE (INSTALL ONLY)	4	(4)	0	EA	\$ 2,160.00	\$ -	\$ 1,300.00	\$ -
61	VOLLEYBALL LIGHT STEEL POLE & FIXTURE (INSTALL ONLY)	4	(4)	0	EA	\$ 975.00	\$ -	\$ 800.00	\$ -
62	PARKING LOT LIGHT (SINGLE HEAD)	8	0	8	EA	\$ 2,050.00	\$ 16,400.00	\$ 2,000.00	\$ 16,000.00
63	PARKING LOT LIGHT (DOUBLE HEAD)	6	0	6	EA	\$ 3,025.00	\$ 18,150.00	\$ 2,800.00	\$ 16,800.00
64	PARKING LOT LIGHTS CONDUIT, CONDUCTOR, CONNECTIONS & TIE-INS	1	0	1	LS	\$ 23,760.00	\$ 23,760.00	\$ 10,500.00	\$ 10,500.00
65	TRAIL LIGHT	20	0	20	EA	\$ 1,400.00	\$ 28,000.00	\$ 2,800.00	\$ 56,000.00
66	TRAIL LIGHT CONDUIT, CONDUCTOR, CONNECTIONS & TIE-INS	1	0	1	LS	\$ 16,000.00	\$ 16,000.00	\$ 14,500.00	\$ 14,500.00
67	MISCELLANEOUS ELECTRICAL CONNECTIONS & TIE-INS	1	0	1	LS	\$ 27,000.00	\$ 27,000.00	\$ 35,000.00	\$ 35,000.00
68	TIFWAY 419 BERMUDA SOD	212,589	0	212,589	SF	\$ 0.61	\$ 129,679.29	\$ 0.70	\$ 148,812.30
69	TROPHY TURF SOD	31,923	(29,752)	2,171	SF	\$ 0.62	\$ 1,346.02	\$ 0.45	\$ 976.95
70	TURF GRASS IRRIGATION SYSTEM (COMPLETE)	1	0	1	LS	\$ 135,926.00	\$ 135,926.00	\$ 38,000.00	\$ 38,000.00
71	PLANTING AREA IRRIGATION SYSTEM (COMPLETE)	1	0	1	LS	\$ 18,200.00	\$ 18,200.00	\$ 18,500.00	\$ 18,500.00
72	SENTINEL CONTROLLER	1	0	1	EA	\$ 7,500.00	\$ 7,500.00	\$ 9,500.00	\$ 9,500.00
73	IRRIGATION MAINLINE	2,660	0	2,660	LF	\$ 3.90	\$ 10,374.00	\$ 8.75	\$ 23,275.00
74	CONTROL WIRE W/ CONDUIT	2,660	0	2,660	LF	\$ 3.75	\$ 9,975.00	\$ 3.75	\$ 9,975.00
75	1 GALLON PLANTED SHRUB	217	0	217	EA	\$ 12.00	\$ 2,604.00	\$ 9.50	\$ 2,061.50
76	2 GALLON PLANTED SHRUB	71	0	71	EA	\$ 22.00	\$ 1,562.00	\$ 28.50	\$ 2,023.50
77	5 GALLON PLANTED SHRUB	503	(49)	454	EA	\$ 22.00	\$ 9,988.00	\$ 18.50	\$ 8,399.00
78	24" BOX PLANTED TREE	340	(30)	310	EA	\$ 210.00	\$ 65,100.00	\$ 260.00	\$ 80,600.00
79	1/2" ROCK CHAT	83	0	83	CY	\$ 70.00	\$ 5,810.00	\$ 68.00	\$ 5,644.00
80	2" ROCK COBBLE	47	0	47	CY	\$ 80.00	\$ 3,760.00	\$ 62.00	\$ 2,914.00
81	6-8" ROCK COBBLE	31	0	31	CY	\$ 90.00	\$ 2,790.00	\$ 54.00	\$ 1,674.00
82	5" DIA BOULDER	105	(6)	99	EA	\$ 105.00	\$ 10,395.00	\$ 85.50	\$ 8,464.50
83	2-3" DIA BOULDER	32	(5)	27	EA	\$ 75.00	\$ 2,025.00	\$ 62.50	\$ 1,687.50
84	3-4" DIA FLAGSTONE, 2" THICK	220	(47)	173	EA	\$ 50.00	\$ 8,650.00	\$ 82.50	\$ 14,272.50
85	2-3" WOOD MULCH	773	(74)	699	CY	\$ 55.00	\$ 38,445.00	\$ 52.50	\$ 36,697.50
86	FERTIGATION SYSTEM	1	0	1	LS	\$ 6,330.00	\$ 6,330.00	\$ 6,000.00	\$ 6,000.00
						Base Total	\$ 1,717,002.18	Base Total	\$ 1,613,071.18
ADD ALTERNATE BID ITEMS									
1	IMPORTED ROOT ZONE SAND (QUARTZ BASE REQUIREMENT WAIVED)	1	0	1	LS	\$ 335,400.00	\$ 335,400.00	\$ 385,000.00	\$ 385,000.00
						Add Total	\$ 335,400.00	Add Total	\$ 385,000.00
						TOTAL	\$ 2,052,402.18	TOTAL	\$ 1,998,071.18



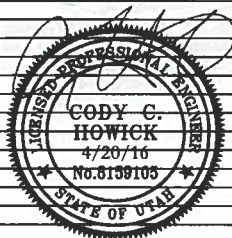
BID TABULATION

No.	Item Description	Qty's			Unit	Progressive Contracting, Inc.		Interstate Rock Products, Inc.	
		Original	Adjusted to Fit Within Budget	Total		Unit Price	Amount	Unit Price	Amount
BASE BID ITEMS									
1	MOBILIZATION	1	0	1	LS	\$ 156,600.00	\$ 156,600.00	\$ 50,000.00	\$ 50,000.00
2	TRAFFIC CONTROL & SITE SECURITY	1	0	1	LS	\$ 3,712.00	\$ 3,712.00	\$ 5,000.00	\$ 5,000.00
3	CONSTRUCTION STAKING	1	0	1	LS	\$ 16,980.08	\$ 16,980.08	\$ 9,200.00	\$ 9,200.00
4	SWPPP COMPLIANCE	1	0	1	LS	\$ 5,800.00	\$ 5,800.00	\$ 4,000.00	\$ 4,000.00
5	PROJECT SIGN	1	0	1	EA	\$ 799.24	\$ 799.24	\$ 682.00	\$ 682.00
6	DUST CONTROL & WATERING	1	0	1	LS	\$ 6,960.00	\$ 6,960.00	\$ 32,000.00	\$ 32,000.00
7	DROP INLET BARRIER	5	0	5	EA	\$ 348.00	\$ 1,740.00	\$ 100.00	\$ 500.00
8	STABILIZED CONSTRUCTION ENTRANCE	2	0	2	EA	\$ 1,392.00	\$ 2,784.00	\$ 1,100.00	\$ 2,200.00
9	CLEARING, GRUBBING & DEMOLITION	1	0	1	LS	\$ 17,400.00	\$ 17,400.00	\$ 7,000.00	\$ 7,000.00
10	2.5" BITUMINOUS SURFACING W/ BASE (PARKING LOT)	52,110	0	52,110	SF	\$ 1.98	\$ 103,177.80	\$ 1.75	\$ 91,192.50
11	2.5" BITUMINOUS SURFACING W/ BASE (TRAIL)	9,354	0	9,354	SF	\$ 3.40	\$ 31,803.60	\$ 2.00	\$ 18,708.00
12	2.5" STANDARD CURB & GUTTER W/ BASE - TYPE HB 30-7	810	0	810	LF	\$ 11.79	\$ 9,549.90	\$ 14.40	\$ 11,664.00
13	2" CURB & GUTTER W/ BASE	1,360	0	1,360	LF	\$ 11.32	\$ 15,395.20	\$ 16.25	\$ 22,100.00
14	PEDESTRIAN RAMP W/ BASE	6	0	6	EA	\$ 914.95	\$ 5,489.70	\$ 1,626.00	\$ 9,756.00
15	PEDESTRIAN PARKING RAMP W/ BASE	3	0	3	EA	\$ 1,088.95	\$ 3,266.85	\$ 2,771.00	\$ 8,313.00
16	PEDESTRIAN ENTRANCE RAMP W/ BASE	1	0	1	EA	\$ 1,500.75	\$ 1,500.75	\$ 3,060.00	\$ 3,060.00
17	STANDARD SIDEWALK W/ BASE	16,474	(3,627)	12,847	SF	\$ 4.32	\$ 55,499.04	\$ 3.70	\$ 47,533.90
18	STANDARD SIDEWALK W/ BASE (REINFORCED)	2,899	(328)	2,571	SF	\$ 5.54	\$ 14,243.34	\$ 5.10	\$ 13,112.10
19	6" x 6" LANDSCAPE CURB	798	(482)	316	LF	\$ 9.89	\$ 3,125.24	\$ 6.35	\$ 2,006.60
20	6" x 12" FIELD CURB	2,278	(111)	2,167	LF	\$ 20.15	\$ 43,665.05	\$ 14.70	\$ 31,854.90
21	6" x 24" VOLLEYBALL CURB	518	(518)	0	LF	\$ 26.88	-	\$ 17.00	-
22	CONCRETE CROSSWALK	352	0	352	SF	\$ 8.37	\$ 2,946.24	\$ 12.25	\$ 4,312.00
23	STACKED ROCK SEAT WALL	354	0	354	LF	\$ 46.92	\$ 16,609.68	\$ 321.00	\$ 113,634.00
24	PAVILION	1	(1)	0	LS	\$ 144,657.70	-	\$ 127,010.00	-
25	VOLLEYBALL NET POST PAIR, NET & RELATED APPURTENANCES	4	(4)	0	EA	\$ 2,268.81	-	\$ 1,615.00	-
26	SIGNAGE	1	0	1	LS	\$ 1,456.96	\$ 1,456.96	\$ 2,927.00	\$ 2,927.00
27	STRIPING	1	0	1	LS	\$ 4,449.76	\$ 4,449.76	\$ 1,800.00	\$ 1,800.00
28	TIMBER FENCE W/ STEEL FABRIC	597	0	597	LF	\$ 18.50	\$ 11,044.50	\$ 18.35	\$ 10,954.95
29	RESTROOM BUILDING & APPURTENANCES	1	0	1	LS	\$ 334,818.00	\$ 334,818.00	\$ 272,607.00	\$ 272,607.00
30	EARTHWORK & GRADING	1	0	1	LS	\$ 78,441.72	\$ 78,441.72	\$ 254,400.00	\$ 254,400.00
31	IMPORTED ROOT ZONE SAND	1	(1)	0	LS	\$ 453,629.60	-	\$ 527,125.00	-
32	IMPORTED VOLLEYBALL SAND	1	(1)	0	LS	\$ 45,783.75	-	\$ 266,578.00	-
33	EXPORT EXCESS FILL	1	0	1	LS	\$ 63,302.36	\$ 63,302.36	\$ 95,202.00	\$ 95,202.00
34	MISCELLANEOUS CONNECTIONS & TIE-INS	1	0	1	LS	\$ 5,800.00	\$ 5,800.00	\$ 4,000.00	\$ 4,000.00
35	DETENTION BASIN OUTLET STRUCTURE	1	0	1	LS	\$ 5,436.54	\$ 5,436.54	\$ 10,415.00	\$ 10,415.00
36	8" GATE VALVE ASSEMBLY	3	0	3	EA	\$ 2,883.26	\$ 8,649.78	\$ 2,465.00	\$ 7,395.00
37	2" CULINARY WATER METER & SETTER	1	0	1	EA	\$ 3,398.57	\$ 3,398.57	\$ 2,286.00	\$ 2,286.00
38	1" POLYETHYLENE WATER LATERAL	260	0	260	LF	\$ 11.67	\$ 3,034.20	\$ 7.00	\$ 1,820.00
39	2" POLYETHYLENE WATER LATERAL	694	0	694	LF	\$ 13.21	\$ 9,167.74	\$ 8.10	\$ 5,621.40
40	4" PVC SEWER LATERAL	682	0	682	LF	\$ 11.67	\$ 7,958.94	\$ 12.00	\$ 8,184.00
41	PVC SEWER CLEANOUT	8	0	8	EA	\$ 471.25	\$ 3,770.00	\$ 305.00	\$ 2,440.00
42	8" PVC SDR21 PURPLE PIPE	904	0	904	LF	\$ 23.31	\$ 21,072.24	\$ 18.00	\$ 16,272.00
43	4" PERFORATED FIELD DRAIN PIPE	5,726	(320)	5,406	LF	\$ 7.25	\$ 39,193.50	\$ 6.50	\$ 35,139.00
44	4" HDPE DRAIN PIPE	25	0	25	LF	\$ 15.15	\$ 378.75	\$ 7.30	\$ 182.50
45	6" HDPE DRAIN PIPE	1,640	(124)	1,516	LF	\$ 16.92	\$ 25,650.72	\$ 10.50	\$ 15,918.00
46	8" HDPE DRAIN PIPE	981	0	981	LF	\$ 17.13	\$ 16,804.53	\$ 12.00	\$ 11,772.00
47	10" HDPE DRAIN PIPE	365	0	365	LF	\$ 18.26	\$ 6,664.90	\$ 13.00	\$ 4,745.00
48	12" HDPE DRAIN PIPE	69	0	69	LF	\$ 20.45	\$ 1,411.05	\$ 16.00	\$ 1,104.00
49	36" RCP DRAIN PIPE	230	0	230	LF	\$ 69.24	\$ 15,925.20	\$ 73.00	\$ 16,790.00
50	FIELD DRAIN CLEANOUT	52	(4)	48	EA	\$ 46.26	\$ 2,220.48	\$ 50.00	\$ 2,400.00
51	FIELD DRAIN INLET	19	0	19	EA	\$ 453.40	\$ 8,614.60	\$ 400.00	\$ 7,600.00
52	36" PIPE OUTFALL	2	0	2	EA	\$ 2,609.91	\$ 5,219.82	\$ 2,400.00	\$ 4,800.00
53	STANDARD CATCH BASIN W/ GRATE	5	0	5	EA	\$ 3,075.13	\$ 15,375.65	\$ 1,500.00	\$ 7,500.00
54	CLEANOUT BOX W/ COVER	1	0	1	EA	\$ 2,127.03	\$ 2,127.03	\$ 1,575.00	\$ 1,575.00
55	CLEANOUT BOX W/ BOLTED COVER	2	0	2	EA	\$ 5,137.55	\$ 10,275.10	\$ 4,435.00	\$ 8,870.00
56	SPORTS FIELD LIGHTS CONDUIT, CONDUCTOR, CONNECTIONS & TIE-INS	1	0	1	LS	\$ 32,663.28	\$ 32,663.28	\$ 32,381.70	\$ 32,381.70
57	SPORTS FIELD LIGHT PRE-CAST CONCRETE BASE (INSTALL ONLY)	9	0	9	EA	\$ 1,655.32	\$ 14,897.88	\$ 1,641.05	\$ 14,769.45
58	SPORTS FIELD LIGHT STEEL POLE & FIXTURE (INSTALL ONLY)	9	0	9	EA	\$ 1,344.44	\$ 12,099.96	\$ 1,333.00	\$ 11,997.00
59	VOLLEYBALL LIGHTS CONDUIT, CONDUCTOR, CONNECTIONS & TIE-INS	1	(1)	0	LS	\$ 7,978.48	-	\$ 7,910.00	-
60	VOLLEYBALL LIGHT PRE-CAST CONCRETE BASE (INSTALL ONLY)	4	(4)	0	EA	\$ 1,466.24	-	\$ 1,454.00	-
61	VOLLEYBALL LIGHT STEEL POLE & FIXTURE (INSTALL ONLY)	4	(4)	0	EA	\$ 849.12	-	\$ 842.00	-
62	PARKING LOT LIGHT (SINGLE HEAD)	8	0	8	EA	\$ 2,229.52	\$ 17,836.16	\$ 2,291.00	\$ 18,328.00
63	PARKING LOT LIGHT (DOUBLE HEAD)	6	0	6	EA	\$ 3,158.68	\$ 18,952.08	\$ 3,131.50	\$ 18,789.00
64	PARKING LOT LIGHTS CONDUIT, CONDUCTOR, CONNECTIONS & TIE-INS	1	0	1	LS	\$ 11,878.40	\$ 11,878.40	\$ 11,776.00	\$ 11,776.00
65	TRAIL LIGHT	20	0	20	EA	\$ 3,028.76	\$ 60,575.20	\$ 3,003.00	\$ 60,060.00
66	TRAIL LIGHT CONDUIT, CONDUCTOR, CONNECTIONS & TIE-INS	1	0	1	LS	\$ 15,177.44	\$ 15,177.44	\$ 15,047.00	\$ 15,047.00
67	MISCELLANEOUS ELECTRICAL CONNECTIONS & TIE-INS	1	0	1	LS	\$ 36,321.92	\$ 36,321.92	\$ 36,009.00	\$ 36,009.00
68	TIFWAY 419 BERMUDA SOD	212,589	0	212,589	SF	\$ 0.81	\$ 172,197.09	\$ 0.75	\$ 159,441.75
69	TROPHY TURF SOD	31,923	(29,752)	2,171	SF	\$ 0.60	\$ 1,302.60	\$ 1.25	\$ 2,713.75
70	TURF GRASS IRRIGATION SYSTEM (COMPLETE)	1	0	1	LS	\$ 40,600.00	\$ 40,600.00	\$ 38,173.10	\$ 38,173.10
71	PLANTING AREA IRRIGATION SYSTEM (COMPLETE)	1	0	1	LS	\$ 20,880.00	\$ 20,880.00	\$ 20,321.65	\$ 20,321.65
72	SENTINEL CONTROLLER	1	0	1	EA	\$ 11,020.00	\$ 11,020.00	\$ 12,237.15	\$ 12,237.15
73	IRRIGATION MAINLINE	2,660	0	2,660	LF	\$ 10.03	\$ 26,679.80	\$ 14.20	\$ 37,772.00
74	CONTROL WIRE W/ CONDUIT	2,660	0	2,660	LF	\$ 3.77	\$ 10,028.20	\$ 4.80	\$ 12,768.00
75	1 GALLON PLANTED SHRUB	217	0	217	EA	\$ 10.73	\$ 2,328.41	\$ 12.00	\$ 2,604.00
76	2 GALLON PLANTED SHRUB	71	0	71	EA	\$ 32.48	\$ 2,306.08	\$ 33.00	\$ 2,343.00
77	5 GALLON PLANTED SHRUB	503	(49)	454	EA	\$ 20.88	\$ 9,479.52	\$ 23.00	\$ 10,442.00
78	24" BOX PLANTED TREE	340	(30)	310	EA	\$ 301.60	\$ 93,496.00	\$ 304.75	\$ 94,472.50
79	1/2" ROCK CHAT	83	0	83	CY	\$ 78.88	\$ 6,547.04	\$ 86.25	\$ 7,158.75
80	2" ROCK COBBLE	47	0	47	CY	\$ 71.92	\$ 3,380.24	\$ 86.25	\$ 4,053.75
81	6-8" ROCK COBBLE	31	0	31	CY	\$ 62.64	\$ 1,941.84	\$ 86.25	\$ 2,673.75
82	5" DIA BOULDER	105	(6)	99	EA	\$ 98.60	\$ 9,761.40	\$ 86.25	\$ 8,538.75
83	2-3" DIA BOULDER	32	(5)	27	EA	\$ 71.92	\$ 1,941.84	\$ 69.00	\$ 1,863.00
84	3-4" DIA FLAGSTONE, 2" THICK	220	(47)	173	EA	\$ 95.12	\$ 16,455.76	\$ 42.55	\$ 7,361.15
85	2-3" WOOD MULCH	773	(74)	699	CY	\$ 60.32	\$ 42,163.68	\$ 57.50	\$ 40,192.50
86	FERTIGATION SYSTEM	1	0	1	LS	\$ 6,728.00	\$ 6,728.00	\$ 8,715.85	\$ 8,715.85
						Base Total	\$ 1,930,350.17	Base Total	\$ 1,995,552.40
ADD ALTERNATE BID ITEMS									
1	IMPORTED ROOT ZONE SAND (QUARTZ BASE REQUIREMENT WAIVED)	1	0	1	LS	\$ 395,049.60	\$ 395,049.60	\$ 527,125.00	\$ 527,125.00
						Add Total	\$ 395,049.60	Add Total	\$ 527,125.00
						TOTAL	\$ 2,325,399.77	TOTAL	\$ 2,522,677.40



BID TABULATION

No.	Item Description	Qty's			Unit	Hughes General Contractors, Inc.	
		Original	Adjusted to Fit Within Budget	Total		Unit Price	Amount
BASE BID ITEMS							
1	MOBILIZATION	1	0	1	LS	\$ 23,000.00	\$ 23,000.00
2	TRAFFIC CONTROL & SITE SECURITY	1	0	1	LS	\$ 26,500.00	\$ 26,500.00
3	CONSTRUCTION STAKING	1	0	1	LS	\$ 9,800.00	\$ 9,800.00
4	SWPPP COMPLIANCE	1	0	1	LS	\$ 300.00	\$ 300.00
5	PROJECT SIGN	1	0	1	EA	\$ 850.00	\$ 850.00
6	DUST CONTROL & WATERING	1	0	1	LS	\$ 3,900.00	\$ 3,900.00
7	DROP INLET BARRIER	5	0	5	EA	\$ 39.00	\$ 195.00
8	STABILIZED CONSTRUCTION ENTRANCE	2	0	2	EA	\$ 850.00	\$ 1,700.00
9	CLEARING, GRUBBING & DEMOLITION	1	0	1	LS	\$ 5,000.00	\$ 5,000.00
10	2.5" BITUMINOUS SURFACING W/ BASE (PARKING LOT)	52,110	0	52,110	SF	\$ 3.00	\$ 156,330.00
11	2.5" BITUMINOUS SURFACING W/ BASE (TRAIL)	9,354	0	9,354	SF	\$ 4.00	\$ 37,416.00
12	2.5" STANDARD CURB & GUTTER W/ BASE - TYPE HB 30-7	810	0	810	LF	\$ 18.00	\$ 14,580.00
13	2" CURB & GUTTER W/ BASE	1,360	0	1,360	LF	\$ 20.00	\$ 27,200.00
14	PEDESTRIAN RAMP W/ BASE	6	0	6	EA	\$ 800.00	\$ 4,800.00
15	PEDESTRIAN PARKING RAMP W/ BASE	3	0	3	EA	\$ 850.00	\$ 2,550.00
16	PEDESTRIAN ENTRANCE RAMP W/ BASE	1	0	1	EA	\$ 1,100.00	\$ 1,100.00
17	STANDARD SIDEWALK W/ BASE	16,474	(3,627)	12,847	SF	\$ 5.00	\$ 64,235.00
18	STANDARD SIDEWALK W/ BASE (REINFORCED)	2,899	(328)	2,571	SF	\$ 5.00	\$ 12,855.00
19	6" x 6" LANDSCAPE CURB	798	(482)	316	LF	\$ 6.00	\$ 1,896.00
20	6" x 12" FIELD CURB	2,278	(111)	2,167	LF	\$ 11.00	\$ 23,837.00
21	6" x 24" VOLLEYBALL CURB	518	(518)	0	LF	\$ 13.00	\$ -
22	CONCRETE CROSSWALK	352	0	352	SF	\$ 11.00	\$ 3,872.00
23	STACKED ROCK SEAT WALL	354	0	354	LF	\$ 73.00	\$ 25,842.00
24	PAVILION	1	(1)	0	LS	\$ 161,000.00	\$ -
25	VOLLEYBALL NET POST PAIR, NET & RELATED APPURTENANCES	4	(4)	0	EA	\$ 5,700.00	\$ -
26	SIGNAGE	1	0	1	LS	\$ 1,200.00	\$ 1,200.00
27	STRIPING	1	0	1	LS	\$ 1,700.00	\$ 1,700.00
28	TIMBER FENCE W/ STEEL FABRIC	597	0	597	LF	\$ 65.00	\$ 38,805.00
29	RESTROOM BUILDING & APPURTENANCES	1	0	1	LS	\$ 279,000.00	\$ 279,000.00
30	EARTHWORK & GRADING	1	0	1	LS	\$ 190,000.00	\$ 190,000.00
31	IMPORTED ROOT ZONE SAND	1	(1)	0	LS	\$ 942,000.00	\$ -
32	IMPORTED VOLLEYBALL SAND	1	(1)	0	LS	\$ 106,000.00	\$ -
33	EXPORT EXCESS FILL	1	0	1	LS	\$ 64,000.00	\$ 64,000.00
34	MISCELLANEOUS CONNECTIONS & TIE-INS	1	0	1	LS	\$ 7,400.00	\$ 7,400.00
35	DETENTION BASIN OUTLET STRUCTURE	1	0	1	LS	\$ 10,500.00	\$ 10,500.00
36	8" GATE VALVE ASSEMBLY	3	0	3	EA	\$ 2,000.00	\$ 6,000.00
37	2" CULINARY WATER METER & SETTER	1	0	1	EA	\$ 7,200.00	\$ 7,200.00
38	1" POLYETHYLENE WATER LATERAL	260	0	260	LF	\$ 15.00	\$ 3,900.00
39	2" POLYETHYLENE WATER LATERAL	694	0	694	LF	\$ 16.00	\$ 11,104.00
40	4" PVC SEWER LATERAL	682	0	682	LF	\$ 17.00	\$ 11,594.00
41	PVC SEWER CLEANOUT	8	0	8	EA	\$ 300.00	\$ 2,400.00
42	8" PVC SDR21 PURPLE PIPE	904	0	904	LF	\$ 27.00	\$ 24,408.00
43	4" PERFORATED FIELD DRAIN PIPE	5,726	(320)	5,406	LF	\$ 22.00	\$ 118,932.00
44	4" HDPE DRAIN PIPE	25	0	25	LF	\$ 23.00	\$ 575.00
45	6" HDPE DRAIN PIPE	1,640	(124)	1,516	LF	\$ 24.00	\$ 36,384.00
46	8" HDPE DRAIN PIPE	981	0	981	LF	\$ 25.00	\$ 24,525.00
47	10" HDPE DRAIN PIPE	365	0	365	LF	\$ 26.00	\$ 9,490.00
48	12" HDPE DRAIN PIPE	69	0	69	LF	\$ 28.00	\$ 1,932.00
49	36" RCP DRAIN PIPE	230	0	230	LF	\$ 100.00	\$ 23,000.00
50	FIELD DRAIN CLEANOUT	52	(4)	48	EA	\$ 56.00	\$ 2,688.00
51	FIELD DRAIN INLET	19	0	19	EA	\$ 300.00	\$ 5,700.00
52	36" PIPE OUTFALL	2	0	2	EA	\$ 2,600.00	\$ 5,200.00
53	STANDARD CATCH BASIN W/ GRATE	5	0	5	EA	\$ 1,800.00	\$ 9,000.00
54	CLEANOUT BOX W/ COVER	1	0	1	EA	\$ 1,900.00	\$ 1,900.00
55	CLEANOUT BOX W/ BOLTED COVER	2	0	2	EA	\$ 5,400.00	\$ 10,800.00
56	SPORTS FIELD LIGHTS CONDUIT, CONDUCTOR, CONNECTIONS & TIE-INS	1	0	1	LS	\$ 35,000.00	\$ 35,000.00
57	SPORTS FIELD LIGHT PRE-CAST CONCRETE BASE (INSTALL ONLY)	9	0	9	EA	\$ 1,200.00	\$ 10,800.00
58	SPORTS FIELD LIGHT STEEL POLE & FIXTURE (INSTALL ONLY)	9	0	9	EA	\$ 1,500.00	\$ 13,500.00
59	VOLLEYBALL LIGHTS CONDUIT, CONDUCTOR, CONNECTIONS & TIE-INS	1	(1)	0	LS	\$ 5,500.00	\$ -
60	VOLLEYBALL LIGHT PRE-CAST CONCRETE BASE (INSTALL ONLY)	4	(4)	0	EA	\$ 1,100.00	\$ -
61	VOLLEYBALL LIGHT STEEL POLE & FIXTURE (INSTALL ONLY)	4	(4)	0	EA	\$ 1,400.00	\$ -
62	PARKING LOT LIGHT (SINGLE HEAD)	8	0	8	EA	\$ 2,100.00	\$ 16,800.00
63	PARKING LOT LIGHT (DOUBLE HEAD)	6	0	6	EA	\$ 2,900.00	\$ 17,400.00
64	PARKING LOT LIGHTS CONDUIT, CONDUCTOR, CONNECTIONS & TIE-INS	1	0	1	LS	\$ 13,000.00	\$ 13,000.00
65	TRAIL LIGHT	20	0	20	EA	\$ 2,900.00	\$ 58,000.00
66	TRAIL LIGHT CONDUIT, CONDUCTOR, CONNECTIONS & TIE-INS	1	0	1	LS	\$ 19,000.00	\$ 19,000.00
67	MISCELLANEOUS ELECTRICAL CONNECTIONS & TIE-INS	1	0	1	LS	\$ 38,500.00	\$ 38,500.00
68	TIFWAY 419 BERMUDA SOD	212,589	0	212,589	SF	\$ 1.00	\$ 212,589.00
69	TROPHY TURF SOD	31,923	(29,752)	2,171	SF	\$ 1.00	\$ 2,171.00
70	TURF GRASS IRRIGATION SYSTEM (COMPLETE)	1	0	1	LS	\$ 119,000.00	\$ 119,000.00
71	PLANTING AREA IRRIGATION SYSTEM (COMPLETE)	1	0	1	LS	\$ 59,500.00	\$ 59,500.00
72	SENTINEL CONTROLLER	1	0	1	EA	\$ 12,500.00	\$ 12,500.00
73	IRRIGATION MAINLINE	2,660	0	2,660	LF	\$ 9.00	\$ 23,940.00
74	CONTROL WIRE W/ CONDUIT	2,660	0	2,660	LF	\$ 6.00	\$ 15,960.00
75	1 GALLON PLANTED SHRUB	217	0	217	EA	\$ 13.00	\$ 2,821.00
76	2 GALLON PLANTED SHRUB	71	0	71	EA	\$ 35.00	\$ 2,485.00
77	5 GALLON PLANTED SHRUB	503	(49)	454	EA	\$ 21.00	\$ 9,534.00
78	24" BOX PLANTED TREE	340	(30)	310	EA	\$ 350.00	\$ 108,500.00
79	1/2" ROCK CHAT	83	0	83	CY	\$ 97.00	\$ 8,051.00
80	2" ROCK COBBLE	47	0	47	CY	\$ 85.00	\$ 3,995.00
81	6-8" ROCK COBBLE	31	0	31	CY	\$ 85.00	\$ 2,635.00
82	5' DIA BOULDER	105	(6)	99	EA	\$ 150.00	\$ 14,850.00
83	2-3' DIA BOULDER	32	(5)	27	EA	\$ 95.00	\$ 2,565.00
84	3-4' DIA FLAGSTONE, 2" THICK	220	(47)	173	EA	\$ 97.00	\$ 16,781.00
85	2-3" WOOD MULCH	773	(74)	699	CY	\$ 82.00	\$ 57,318.00
86	FERTIGATION SYSTEM	1	0	1	LS	\$ 8,700.00	\$ 8,700.00
						Base Total	\$ 2,262,990.00
ADD ALTERNATE BID ITEMS							
1	IMPORTED ROOT ZONE SAND (QUARTZ BASE REQUIREMENT WAIVED)	1	0	1	LS	\$ 320,500.00	\$ 320,500.00
						Add Total	\$ 320,500.00
						TOTAL	\$ 2,583,490.00



DRAFTAgenda Item Number : **3A**

Request For Council Action

Date Submitted 2016-04-11 11:21:42**Applicant** Mr. and Mrs. Denis Lyman**Quick Title** Public Hearing, Zone Change, and Ord From OS to PD-C

Subject Consider a zone change request to change the zoning from OS (Open Space) to PD-C (Planned Development Commercial) on approximately 10.43 acres and to approve the layout, landscaping, and site details as presented to develop an outdoor "RV Storage Facility". The property is generally located on the east side of Pioneer Road at the intersection of Sugar Leo Road and Pioneer Road (between Pioneer Road and the I-15 Freeway. Case No. 2016-ZC-013.

Discussion On February 4, 2016, the City Council approved a GPA (General Plan Amendment) to amend the General Plan from LDR (Low Density Residential) to COM. The applicant is proposing a PD-C, in order to operate a "RV Storage Facility". This is a PD-C request, therefore the use, site, and materials is all being considered. Planning Commission recommends approval.

Cost \$0.00

City Manager Recommendation Planning Commission recommends approval.

Action Taken**Requested by** John Willis**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

Zone Change Amendment

PLANNING COMMISSION AGENDA REPORT: 03/22/2016
CITY COUNCIL SET DATE: 04/07/2016
CITY COUNCIL MEETING: 04/21/2016

ZONE CHANGE: PUBLIC HEARING

RV Storage – Pioneer Road – Monster Storage

Case No. 2016-ZC-013

Request: A request to change the zoning from OS (Open Space) to PD-C (Planned Development Commercial) on approximately 10.43 acres and to approve the layout, landscaping, and site details as presented to develop an outdoor RV Storage facility.

Reference: On February 4, 2016, the City Council approved a GPA (General Plan Amendment) Case No. 2016-GPA-001 to amend the General Plan from LDR (Low Density Residential) to COM (Commercial) on 10.43 acres.

Proposed Use: This is a 'custom zone' and the only proposed use is for the operation of an 'RV Storage Facility.'

Owners / Applicants: Denis and Diane Lyman

Representative: Mr. Reid Pope, L.R. Pope Engineering

Background: This is a request to review the proposed PD-C use, site plan, landscape plan, fencing, elevations, drainage, and the colors and materials for the proposed RV storage facility pursuant to Sections 10-8-3, 10-8-4, and 10-8-6.

Area: Approx. 10.43 acres

Property: The property is generally located on the east side of Pioneer Road at the intersection of Sugar Leo Road and Pioneer Road (between Pioneer Road and the I-15 Freeway). The property is an island with I-15 to the east and Pioneer Road on the west.

Current Zone: OS (Open Space)

General Plan: COM (Commercial)

Building: No permanent building is proposed, but RV shade canopies are.

Canopy Heights: The maximum canopy heights will be 16.5 feet

Canopy Material: The canopies will be constructed of galvanized steel matching the existing material on the Monster Storage RV parking area at the 700 South facilities. The ribbed metal roof will be colored. (See example & photos).

Security Wall – Pioneer: It's proposed to install a six foot (6') high solid CMU security wall with bands of decorative textured block (see detail and material samples) along Pioneer Road to be located at the front building setback line (25 feet).

Security Fence - Freeway: It's proposed to install a six foot (6') corrugated metal fence along the rear property line (*adjacent to the freeway right of way*). See detail. (Note the applicant proposes to use similar material to that as approved by City Council for the 'Sprinkler Supply' project visible from the I-15 Freeway).

Trail(s): North Side - The applicant is showing a 14 foot wide trail on the north side of the property. This is a combination of 7 feet dedicated from the project and from land adjacent to the north. The City is to develop in the future.
West Side – The applicant is showing a 10 foot wide trail (in place of a 6 foot sidewalk) along Pioneer from the north end of the property until the intersection with Sugar Leo Road (see site plan). The developer is to improve with project.

Sidewalk:	The applicant is proposing a 6 foot sidewalk along Pioneer Road from the intersection of Sugar Leo Road until the southern limits of the project (see site plan). The developer is to improve with project.
Road Improvements:	The applicant is proposing to install full road improvements on the east side of Pioneer Road the full length of the project (asphalt, curb, gutter, and sidewalk).
Setbacks:	<p>The required PD-C setbacks are: F = 25 ft., Street Side = 25 ft., Side = 10 ft., and R = 10 ft.</p> <p>-----</p> <p>Setbacks will vary, but the applicant proposes to provide a minimum of 25 ft drive aisles around all canopy areas. Front (Pioneer Road) = Approx. 50 ft. + (L/S & drive aisle) Side (North) = Approx. 25 ft. + Side (South) = Approx. 40 ft. + Rear (East) = Approx. 40 ft. – 100 ft.</p>
Parking:	No vehicle parking spaces are required for a storage facility, however the nature of the project is for the renting RV storage spaces and spaces will be provided for customer's recreational vehicles. Also adequate area will exist to easily accommodate any vehicles temporary parking for drop off and pick up of the drivers leaving or picking up their RV's.
Sewer Dump:	This project does not propose a sewer dump station.
Surface Material:	All drive aisles, and parking spaces will be constructed of approved asphalt or concrete to create an all weather surface material.
Stacking:	In order to avoid any RV blocking moving traffic on Pioneer Road while entering the facility, the site plan will need to demonstrate that adequate 'stacking' distance is provided on site before the access gate. This will be determined during the SPR process by staff.
Access Point:	The access point will be at the intersection of Las Colinas and Pioneer Road (see site plan).
Turn Around:	There will be a space in front of the entrance gate to allow RV's to be totally off of the street right of way to eliminate traffic conflicts on Pioneer Road.
R.O.W.:	The proposed master plan is for a 90 foot right of way, but due to the fact that that an 80 foot right of way has already been dedicated the width will not need to be increased (<i>per the applicant's meeting with the Public Works Director</i>).
Landscaping:	<p><u>Minimum Requirement</u> - Per Section 10-25-4.B; a landscape strip outside the public right of way along the <u>front of the public streets</u>, not less than 6 ft. and an average of at least 15 ft. wide shall be landscaped.</p> <p><u>Pioneer Road</u>- The applicant proposes to meet and exceed the landscaping standard by installing a 25 ft. landscape area. Landscaping will extend from property line to the proposed 6 ft. high wall.</p> <p><u>Freeway Frontage</u> – The applicant proposes to install pine trees spaced every 30 feet along the property line adjacent to the freeway R.O.W.</p>
Trees:	It is proposed to install at 30 ft. spacing, Raywood Ash Trees (<i>which are on the approved City Street Tree List</i>)(<i>other approved street trees could be used</i>)
Colors and Materials:	<p><u>Building</u> - There will be no building on site</p> <p><u>Canopies</u> – galvanized steel support structure (with a tan colored roof)</p> <p><u>Front Wall</u> – The front wall will be CMU with a colored band (see example).</p> <p><u>Rear Fencing</u> – The rear fence will be corrugated steel in an earth tone (tan or light brown); the same material used on the 'Sprinkler Supply' project is proposed (see photos & material example).</p>
Trash Disposal:	No trash container is proposed on site.

Utilities:

No sewer or water is proposed to be available on site. Electricity will only be available for site security lighting, security surveillance, and to operate the card gate system.

An overhead power transmission line runs along the back of the property (see photo)

Aesthetic Considerations:

From the Freeway - This project will be visible from the freeway as vehicles enter or leave the community. The site will sit down at a lower elevation than the freeway. Pine trees and fencing are proposed by the applicant to provide security and visual interest along the freeway corridor. The tops of the RV canopies will be the predominant feature.

From Pioneer Road – This site will sit above Pioneer Road. As viewed from Pioneer Road, landscaping and decorative fencing will provide security and interesting aesthetics for the local community.

Freeway Conditions:

Because this is a PD zone, the Planning Commission considered applying specific conditions similar to those found in Title 10 Chapter 10 “Commercial Zones”; in particular Section 10-10-5-G “New buildings Within I-15 Right Of Way.” However, that section of the code more specifically applies to the architectural treatment of a new building (*and there is no building with this project*). For reference, this section reads:

G. New Buildings Within I-15 Right Of Way: New buildings which are located within two hundred feet (200') of the I-15 right of way shall comply with the following minimum design principles and shall be subject to design approval by the planning commission prior to the issuance of a building permit:

1. Design Principles and Planning Commission Considerations:

a. Buildings backing against the I-15 right of way are considered to have two (2) building fronts for aesthetic purposes. Building walls visible from the I-15 shall be constructed of identical or similar materials as the building's front exterior, or shall be landscaped in such a manner that untreated cinder block, concrete or similar materials typical of rear walls are screened or enhanced to give a building front appearance. (*Per PC N/A no building*)

b. Along the I-15 right of way, landscaping shall be provided to beautify the side and rear walls of buildings. Trees shall be planted at least every thirty feet (30') ~~to forty feet (40')~~ along such rights of way. In addition to landscaping, aesthetic improvements to the buildings' rear and side walls are encouraged. Signs painted or attached to the side or rear walls shall not cover more than ten percent (10%) of the face of such walls. (*PC recommends pine trees along freeway side at 30 ft.*)

2. Site Plan And Elevation Drawings Required: Prior to the issuance of a building permit for new commercial buildings within two hundred feet (200') of the I-15 right of way, a site plan along with building elevation drawings showing the building view from I-15 (including signage) shall be submitted for planning commission review and approval. In considering the site plan the planning commission shall determine whether the purpose of this subsection has been achieved. (*PC considered L/O – site plan*)

Lighting:	<p>In the written text submitted, the applicant proposes there will be interior security lighting located in the storage area with an average foot candle rating of 35 maximum. <i>(It was clarified at PC by applicant lighting will not exceed 15 ft. candle and lights will be attached to canopies. No pole lights. Dark sky style)</i> However, staff recommends a ‘photometric plan’ be submitted with the SPR (Site Plan Review) application and that lighting is demonstrated not exceed 1 ft candle at property line and not exceed 15 ft candle on site.</p> <p>Lighting needs to be mitigated to not cause a nuisance to nearby residences.</p>
Topography:	<p>The existing topography consists of small hills which will be graded to an elevation of approximately five feet (5’) above Pioneer Road. There will be a detention pond in the center portion of the development next to the existing storm drain pipes (which cross under Pioneer Road)</p>
Storm Drains:	<p>Immediately located behind the site is an existing 144 inch concrete storm drain, a 24 inch corrugated steel round storm drain pipe outlet, and a 35 inch corrugated steel elliptical storm drain outlet pipe (see site plan). Storm water is conveyed under the freeway and towards this site. The project must be designed not to impede storm drainage through and past this site.</p>
Drainage Ditch:	<p>It’s proposed to install a drainage ditch section along Pioneer Road at approximately the intersection of Sugar Leo Road and Pioneer Road for approximately 160 feet in length and 17 feet in width (see detail). This is required to convey pass thru drainage water from the hillside behind the site and for the overflow from the on-site detention basin. The design of this channel should be reviewed to provide the best aesthetic qualities for the project. Should it be only gray concrete or should the applicant submit an alternative for colored and/or stamped concrete, gabions, or incorporate additional landscaping?</p>
Phasing:	<p>This project will be completed in one phase.</p>
Signage:	<p>No signage request was made by the applicant. The Planning Commission briefly discussed signage and supported the idea that a maximum 10 ft. monument sign would be supported. A future sign permit will need to comply with the City’s sign ordinance.</p>
EXAMPLE: <i>(Motion to Approve)</i>	<p>The Planning Commission recommends approval with suggested conditions and comments.</p>

The Planning Commission recommends approval to the City Council of the zone change from OS (Open Space) to PD-C (Planned Development Commercial) zone on approximately 10.43 acres with the layout, landscaping, and site details as presented to develop an outdoor RV Storage facility with the following recommended conditions and comments.

1. Zoning – Approve the zone to change from OS to PD-C on 10.43 acres
2. Use - Approve only one use ‘RV Storage.’
3. Site Plan – The conceptual layout as presented is approved.
4. Canopies – The canopies height, materials, and colors (roof) are approved as presented.
5. Wall / Pioneer Road - The 6 ft. high CMU security wall with bands of textured block material and color band is approved as presented.
6. Fence/Freeway - The 6 ft. high security corrugated colored metal fence is approved as presented.

7. Trail(s) – The 14 ft. wide and 10 ft. wide trail locations are approved as presented. The applicant shall work with the Parks Department for design and materials to be installed. One half of the future north trail (7 ft.) shall be deeded to the City.
8. Road Improvements – The applicant shall design and install to the satisfaction of the Public Works department the improvements along the project's frontage on Pioneer Road (asphalt structural section, curb, gutter, and 6 ft. sidewalk)
9. Setbacks – Minimum setbacks shall be provided (staff to confirm during the SPR process).
10. Impervious Surface – The applicant shall pave as required all surfaces for drive ways and RV parking.
11. Stacking – The applicant shall provide adequate stacking distance to the satisfaction of the Public Works Department to prevent traffic conflicts on Pioneer Road.
12. Access Point – The applicant shall provide access at the intersection of Las Colinas and Pioneer Road as presented on the site plan.
13. Landscaping – The 25 ft. landscaping along Pioneer Road including approved street trees at 30 ft. spacing and the trees along the freeway at 30 ft. spacing are approved as presented.
14. Lighting - Provide a photometric plan with the SPR and demonstrate that lighting will not exceed 1 ft candle at property line and not exceed 15 ft candle on site. Dark sky style lighting fixtures will be used to avoid a nuisance as seen from the freeway and to the adjacent residential neighborhoods.
15. Storm Drainage – The project shall be designed to the satisfaction of the Public Works Department to safely convey storm water through the site.
16. Drainage Ditch – The project shall be designed to the satisfaction of the Public Works Department to safely convey pass thru drainage water from offsite and for any on site detention overflow. The channel design shall be to the satisfaction of the Community Development Department and may include aesthetically pleasing design incorporating approved alternative(s) to standard gray concrete, and may be either colored and/or stamped concrete, gabions, or incorporate additional landscaping.
17. Grading Permit – The applicant shall obtain an approved grading permit from the Community Development Department.
18. SPR – Upon approval of the zone change, the applicant shall submit an application for a SPR (Site Plan Review) along with the required civil engineering plan set which may include but not be limited to: cover sheet, site plan, grading plan, erosion control plan, utility plan, landscape plan, irrigation plan, and photometric plan.

Uses

Only one use is proposed for this PD-C zone change: “RV Storage”

Written Text

L.R. POPE ENGINEERING INC.
1240 E 100 S #15B
ST. GEORGE, UTAH 84790
1-435-628-1676
email lrpope@infowest.com

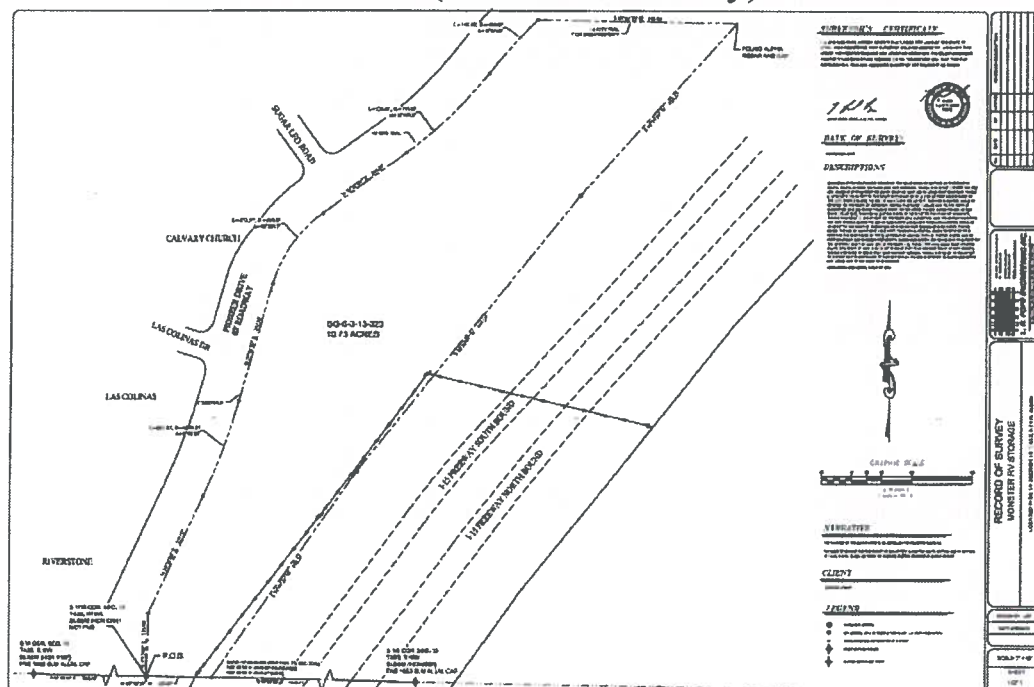
MONSTOR RV STORAGE PD WRITTEN TEXT

- A- Use of Land-The total site area consists of 10.73 acres and is located on the east side of Pioneer Road at the intersection of Sugar Leo and Pioneer Road. The access point will be at the intersection of Las Collinas Drive and Pioneer Road and the development will consist of RV Covered Storage Spaces. There will be a 6-foot-high cmu block wall along the Pioneer Road Frontage and a 6-foot-high metal fence installed along the side property lines and along the freeway. The proposed master right of way is 90 feet but due to the fact that a 80 foot right of way has already been dedicated the width will not need to be increased per conversation with Cammeron Cutler Public Work Director.
- B- Height and Elevations-There will be no onsite buildings or office area other than the cover RV Storage Spaces which have a maximum height of 16.5 foot and will consist of galvanized steel matching the existing material on the Monstor Storage RV Parking area at the 700 South facility.
- C- Density - na
- D- Schools, Church and Open Spaces-The nearest school is the Bloomington Elementary School and would be approximately one mile to the north on Man of War. The Bloomington LDS Stake Center is within two miles to the north. The nearest park is located on the north side Man of War and east of the Virgin River.
- E- Phasing Plan-The project will be constructed in one phase.
- F- Topography- The existing topography consists of small hills which will be graded to an elevation of approximately 5 feet above Pioneer Road with a detention pond area in the center portion of the development next to the existing storm drain pipes crossing under Pioneer Road. (see attached topography map)
- G- Landscape Plan- A colored site drawing showing the proposed 25-foot-wide landscaping area along Pioneer Road has been included. There will be a 10-foot-wide city trail constructed along the east side of Pioneer Road along the north half of the project and 7 foot along the north property line to the existing concrete culvert under the freeway.
- H- Area Reserved for Landscaping-The amount of landscaping reserved for the new development is 8.3% of the total site and consists of a 25 feet wide along the frontage of Pioneer Road along with a 6-foot-high security fence. The landscaping will have 50% living plants and Raywood Ash Street trees at 30-foot spacing. Along the Freeway Right of way there will be Mondale Pine trees spaced at 40 foot.
- I- Utilities-All utilities will be underground and would consist of water and power.
- J- Refuse storage areas-The refuse areas for trash will be inside the RV Storage and will be screened.
- K- Lighting Plan-There will be interior security lighting located in the RV Storage area with an average foot candle rating of 35 maximum.
- L- Turning Space-There will be an area in front of entrance gate to allow RV Vehicles to be totaling off of the street right of way to eliminate traffic conflicts on Pioneer Road.
- M- Signs-There will be a sign at the entrance and one at the north end of the project next to the freeway.

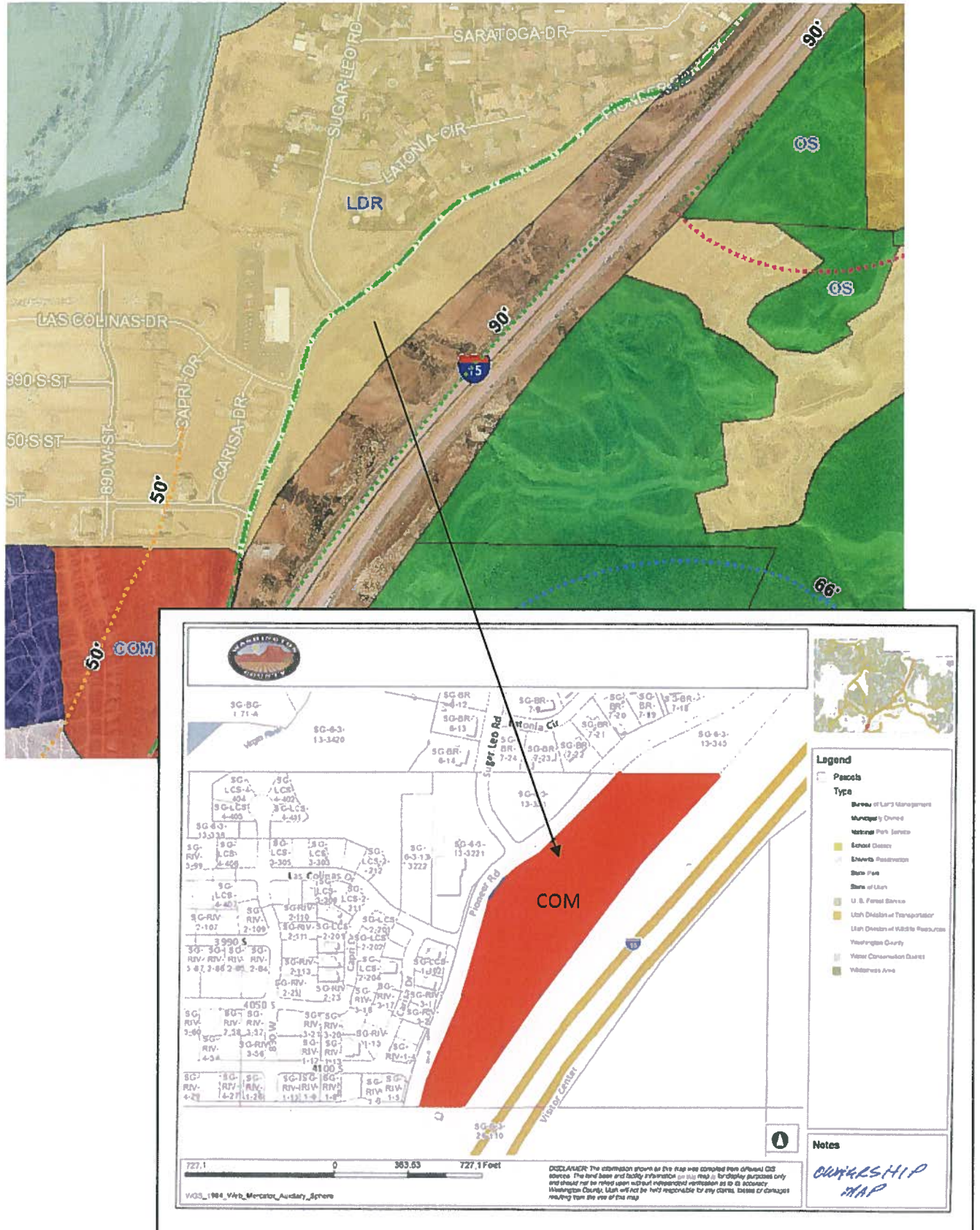
Aerial - Vicinity



R.O.S. (Record of Survey)



General Plan (Changed to COM on 2/4/2016 by City Council)

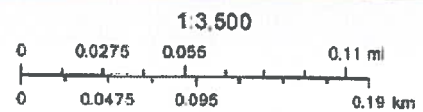


Zoning
(Existing)

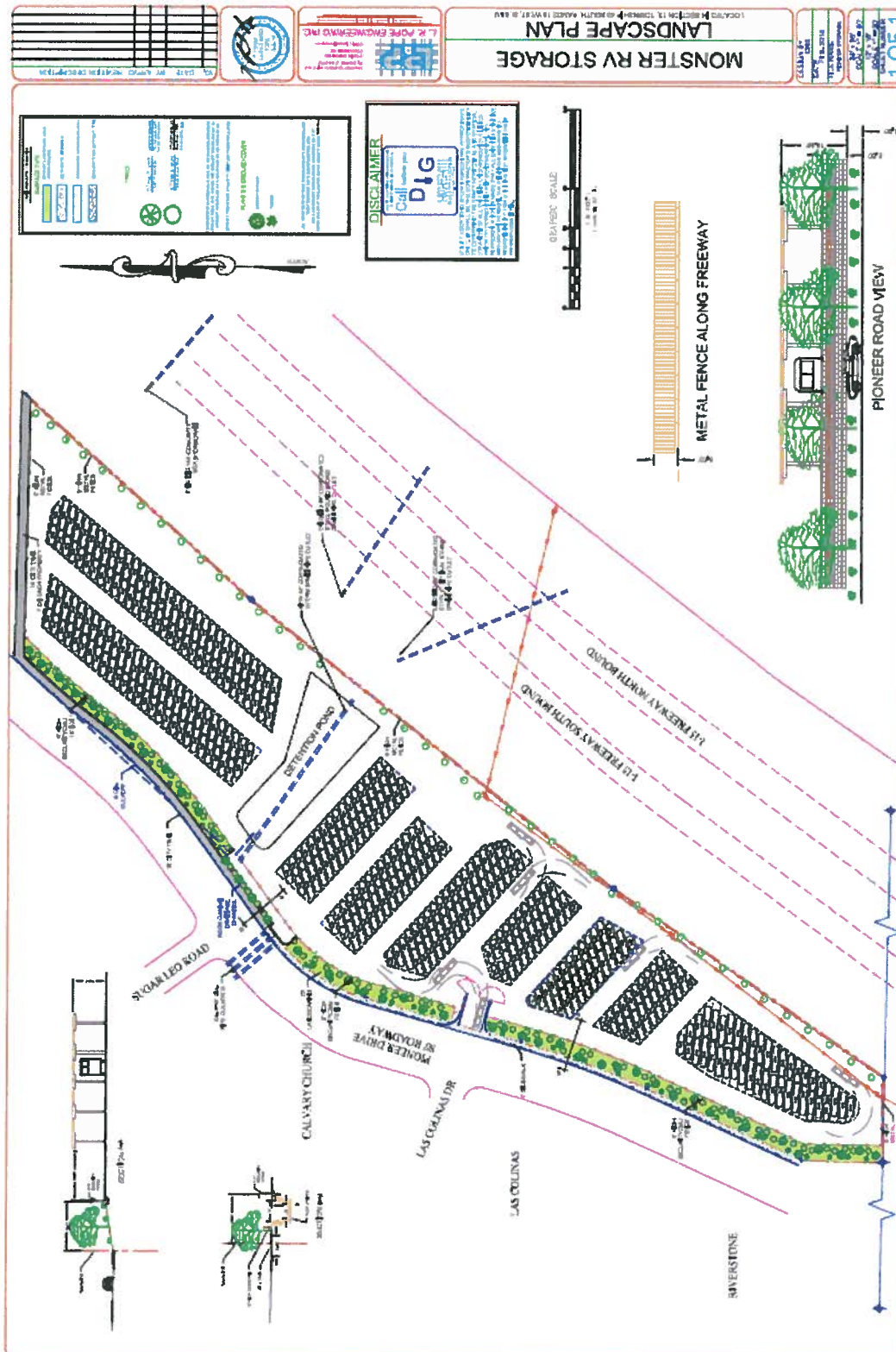
MONSTER RV STORAGE ZONE MAP



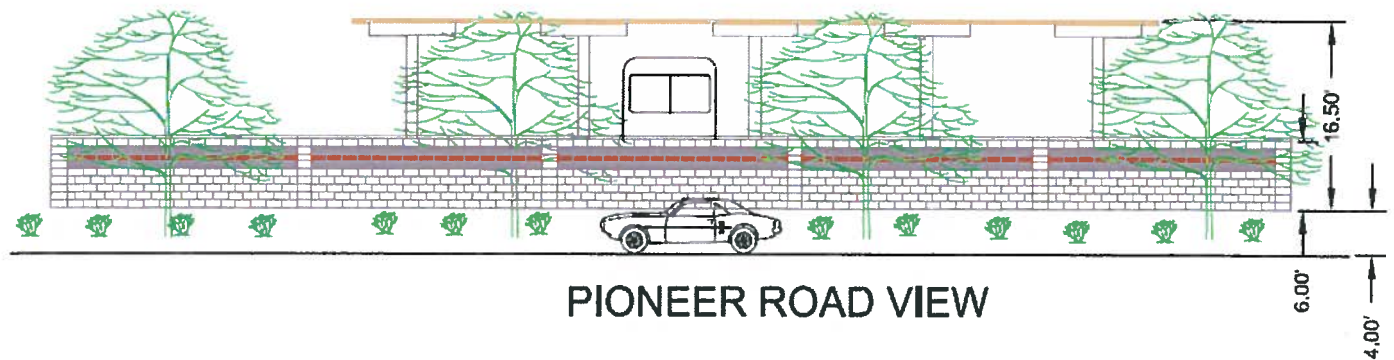
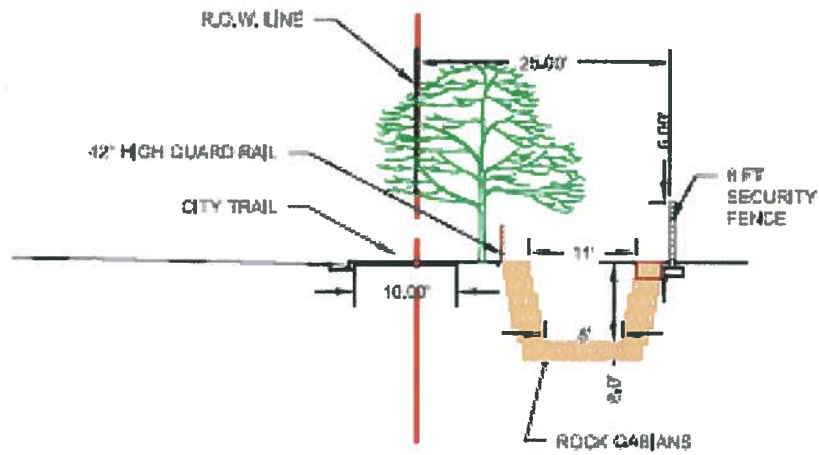
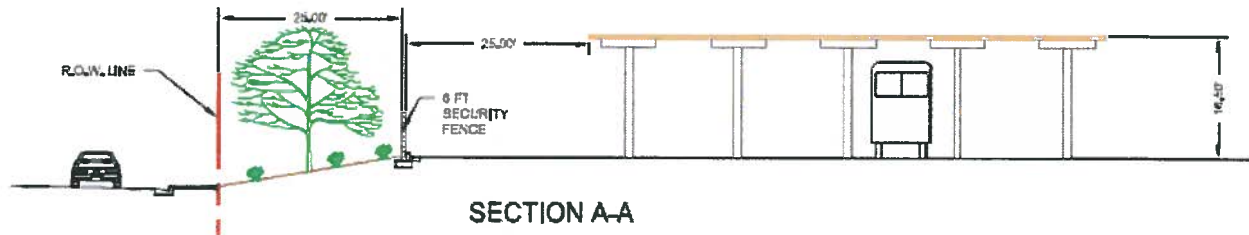
February 29, 2016



Conceptual Site Plan & Landscape Plan

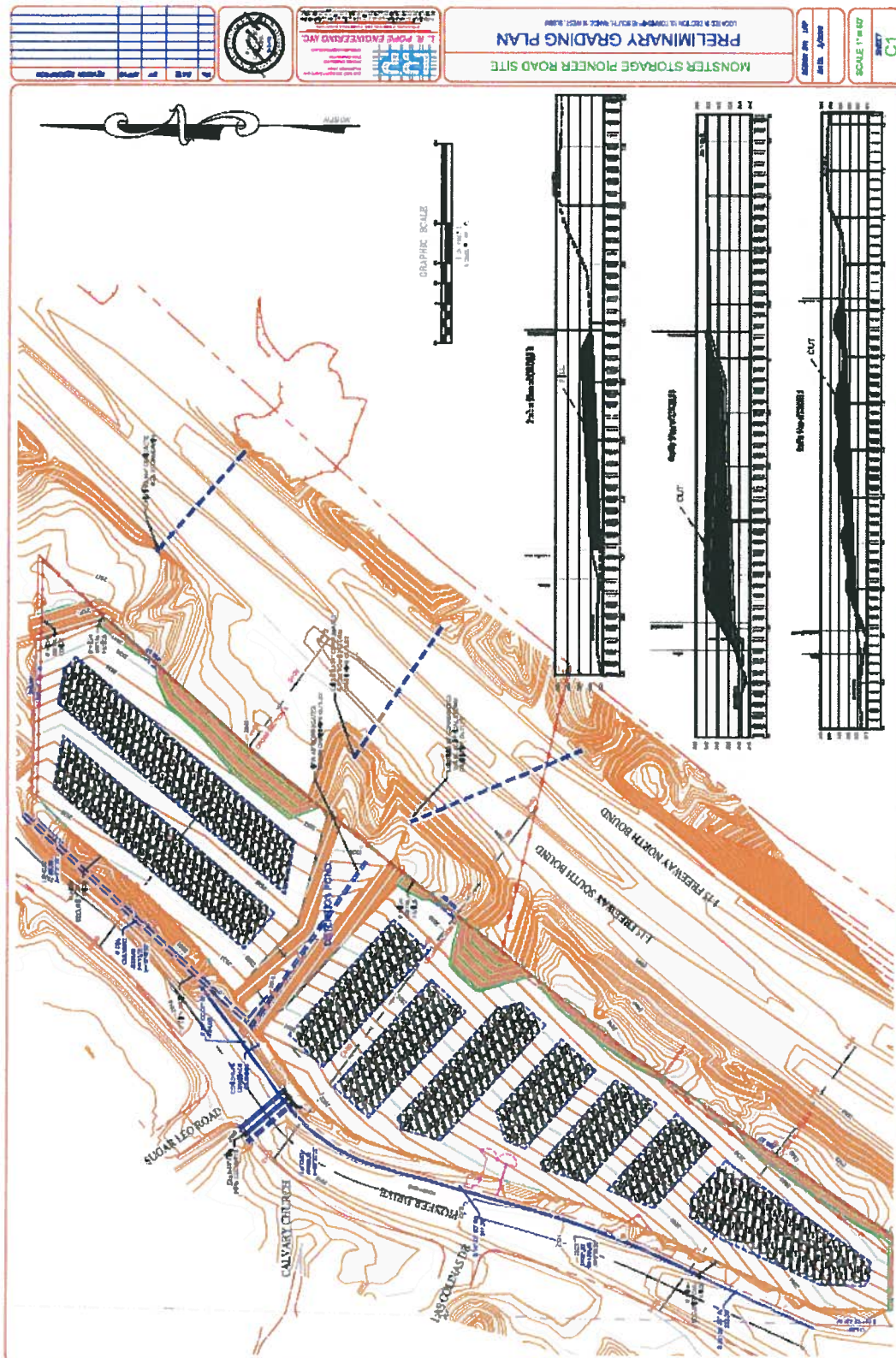


Details

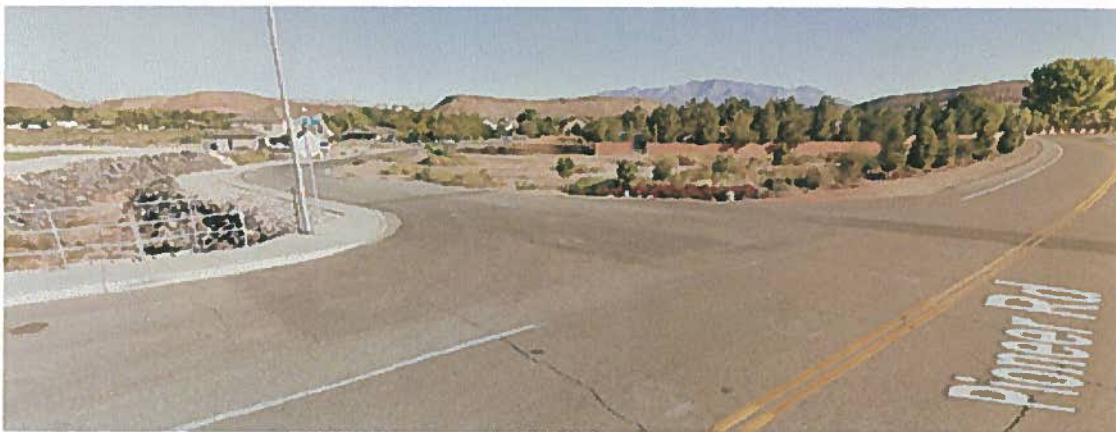




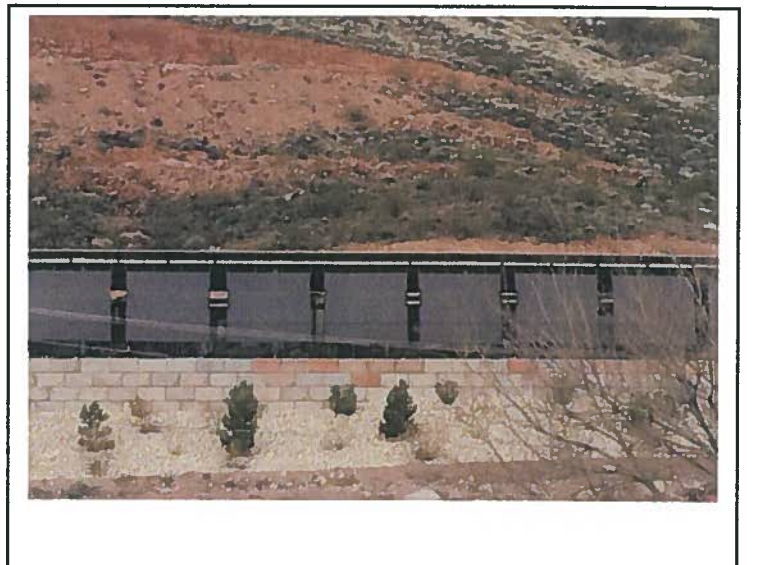
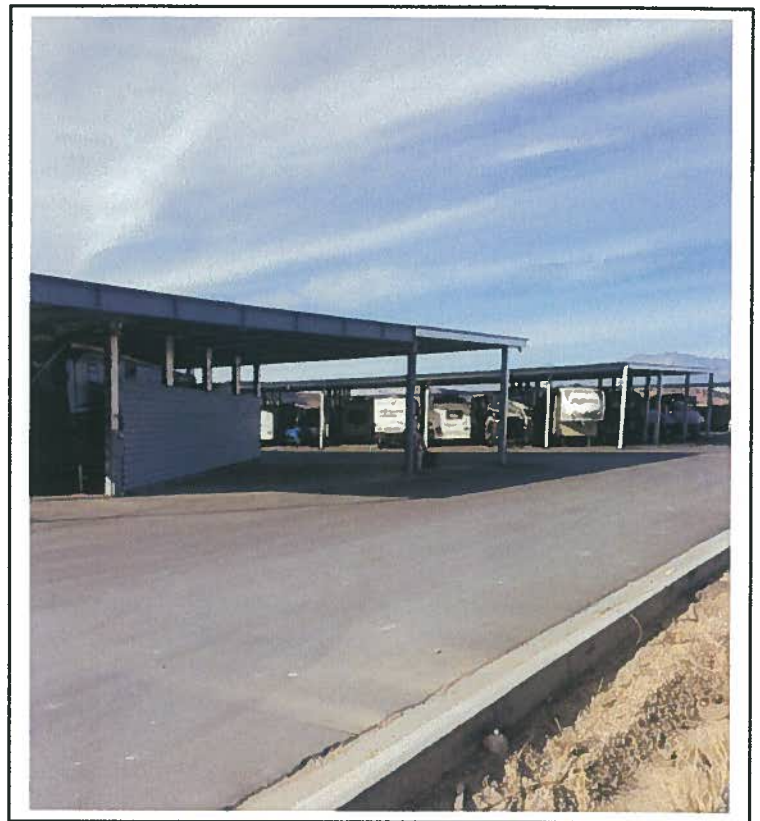
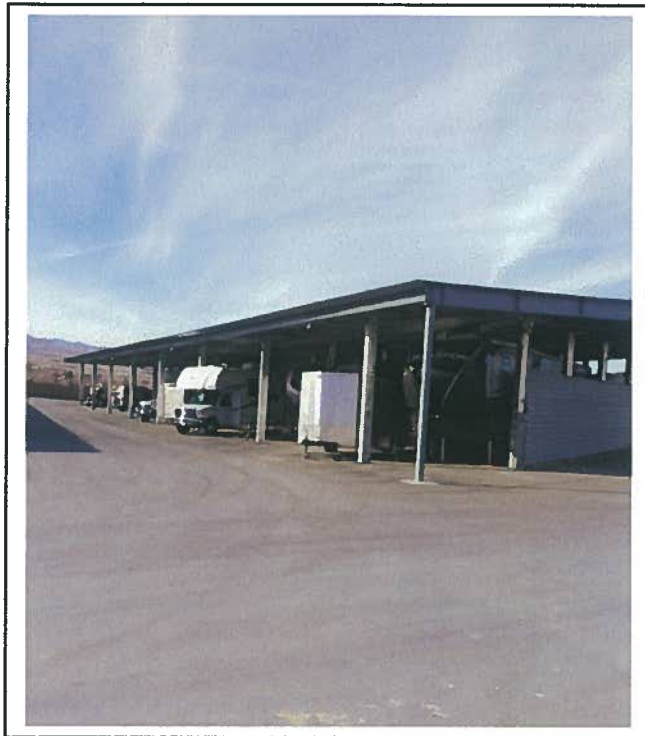
Grading Plan



Photos - Google Maps



Existing Covered Canopies (Monster Storage 700 S)
(Photos by Pope Engineering)
(Same material type proposed)



Security Wall – Proposed - Pioneer Road

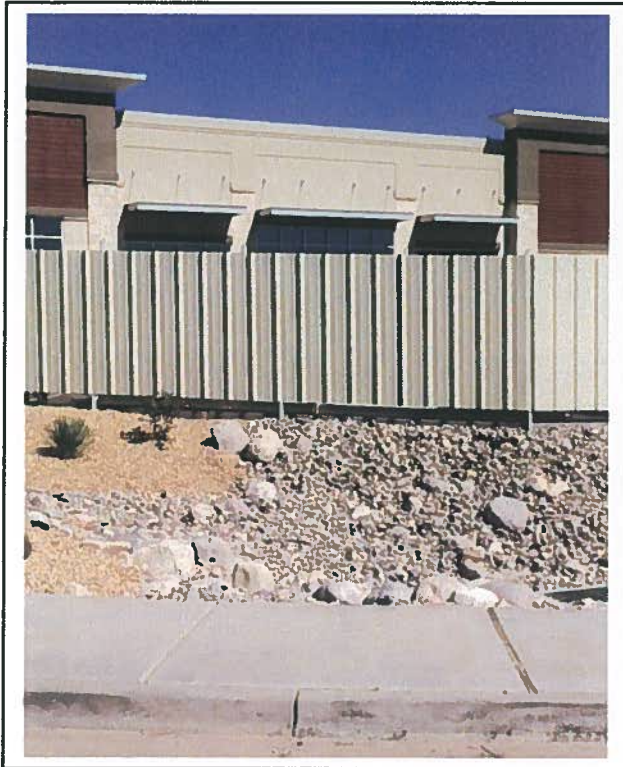
(Note: The applicant is proposing to construct a block wall just like the one existing in front of Sunroc on River Road in the Ft Pierce Industrial Park)



Metal Fence

(Proposed to be on the back side of property – closest to freeway)

(Photos by Pope Engineering & City staff)

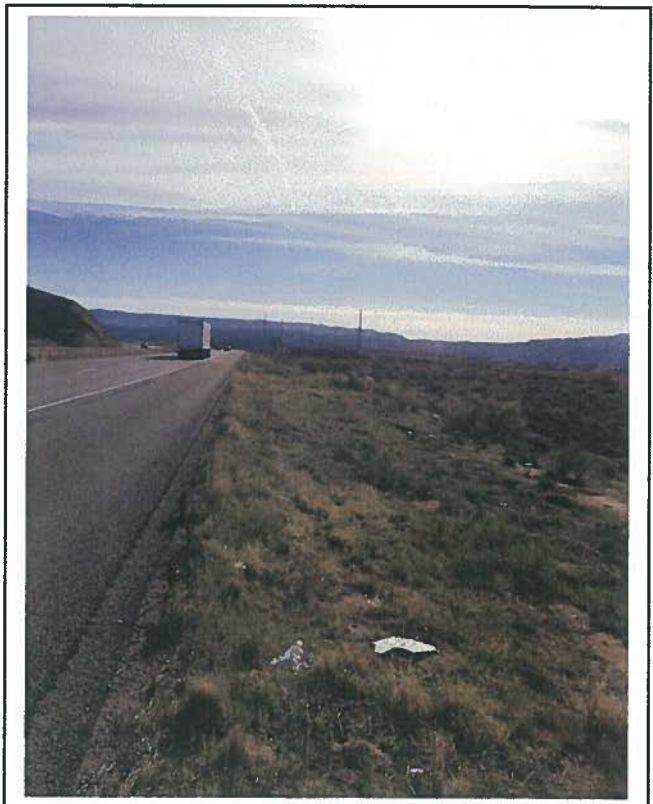
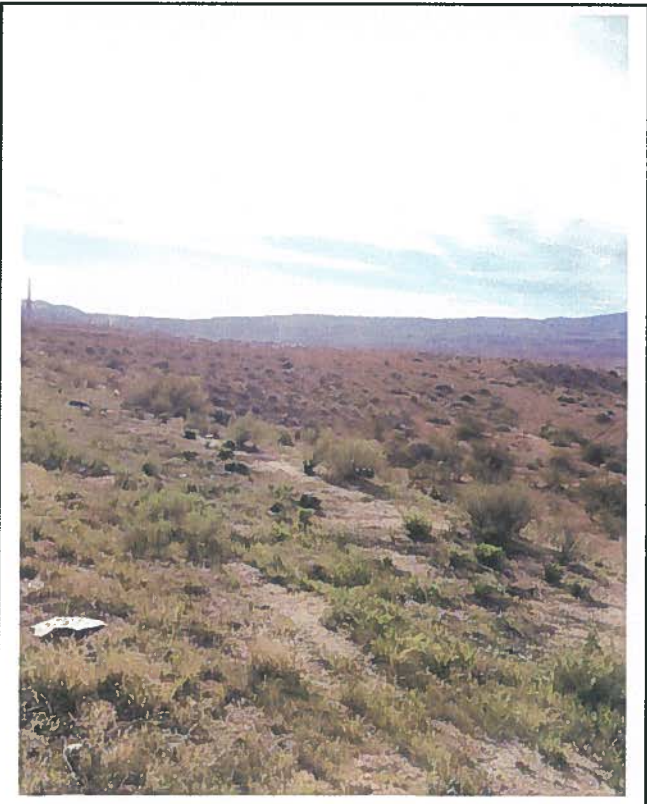
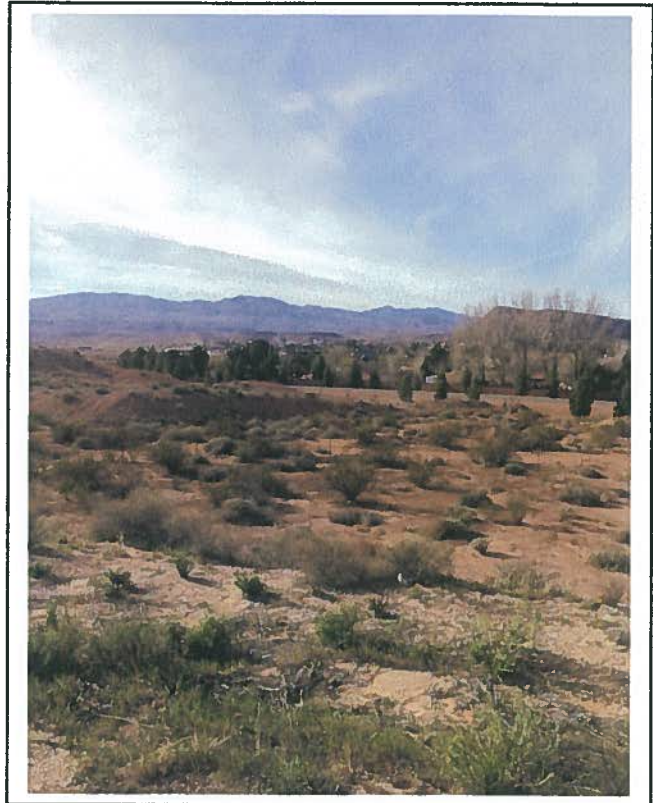
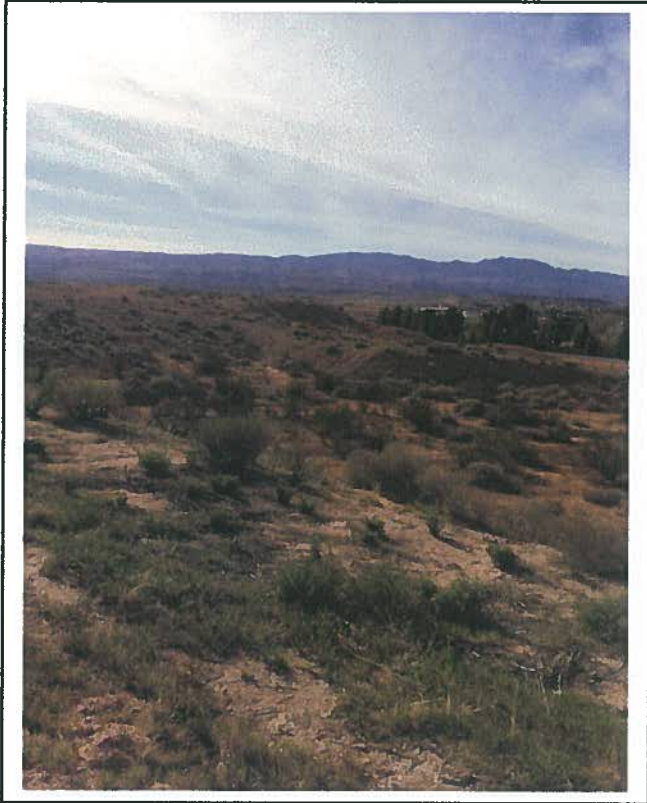


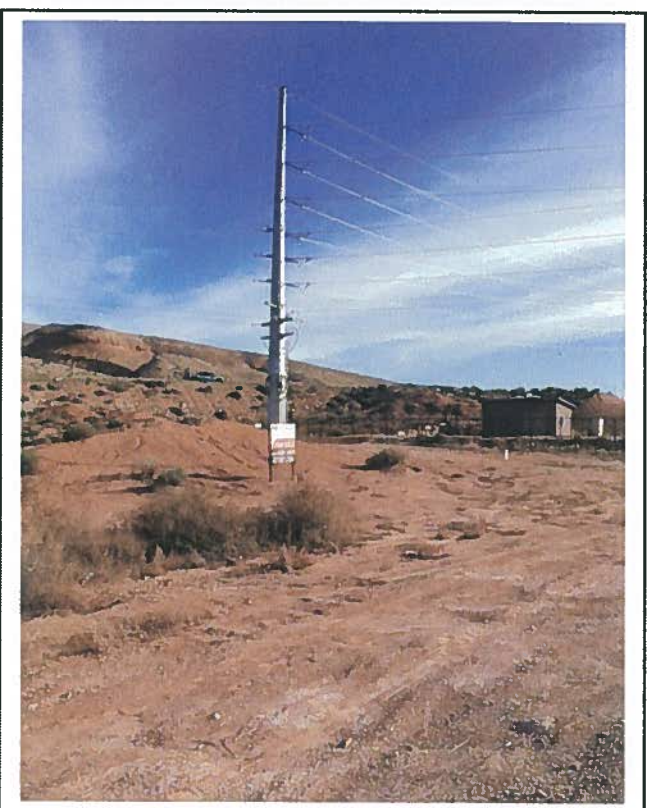
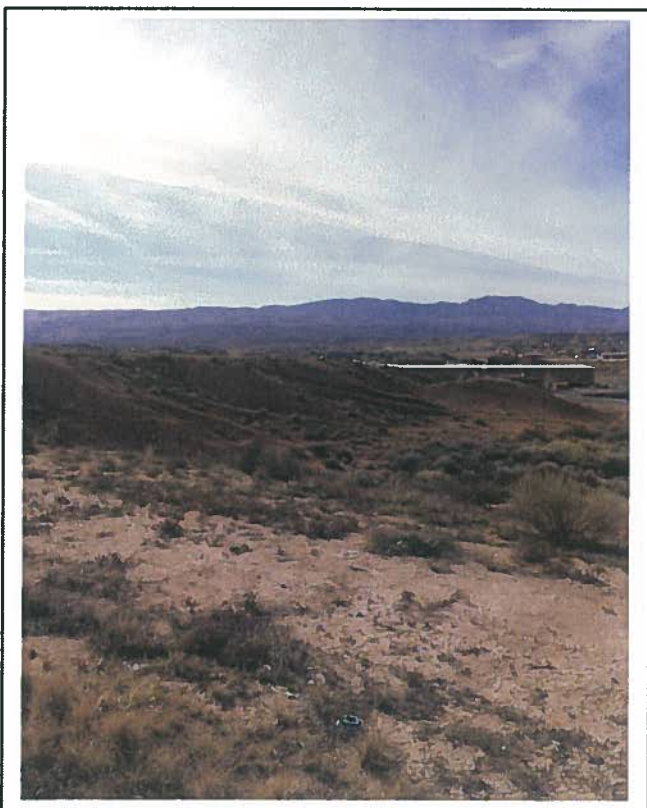
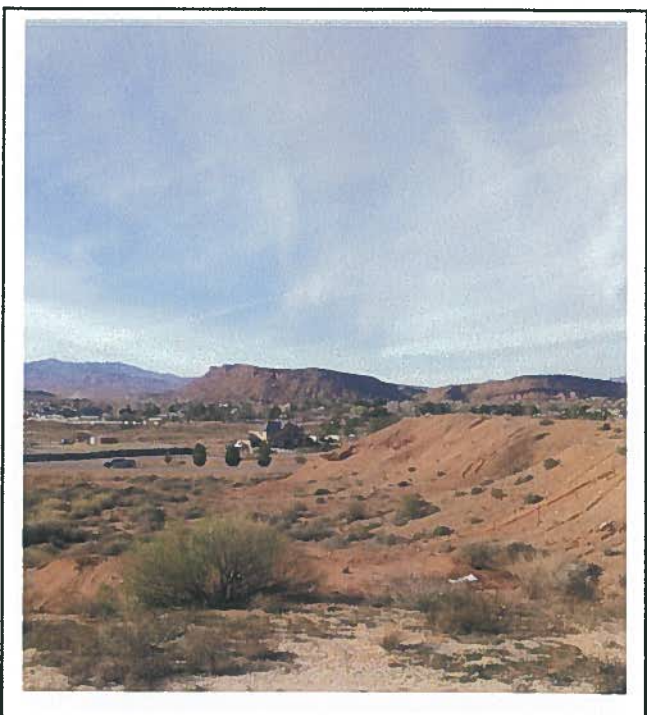
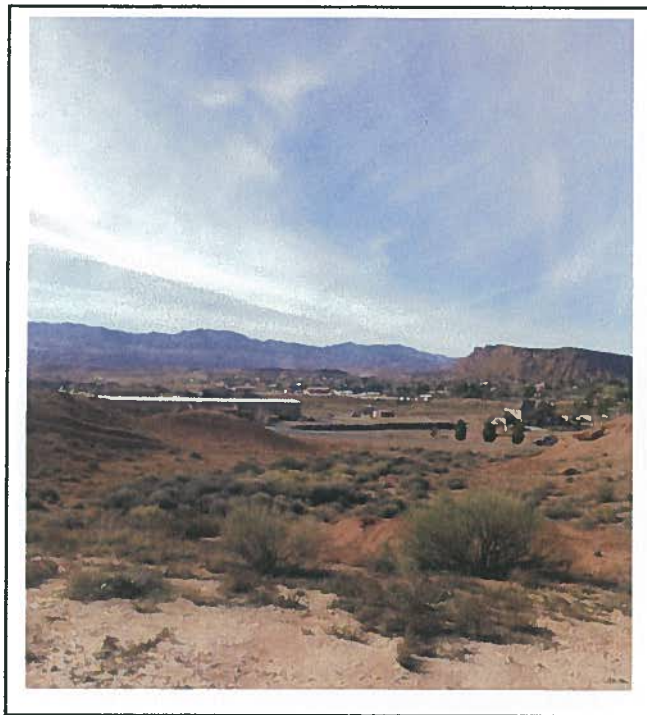
(Photo examples from 'Sprinkler Supply')
(Case No. 2015-ZC-009)
(Located E/O Freeway & N/O 300 S Street)

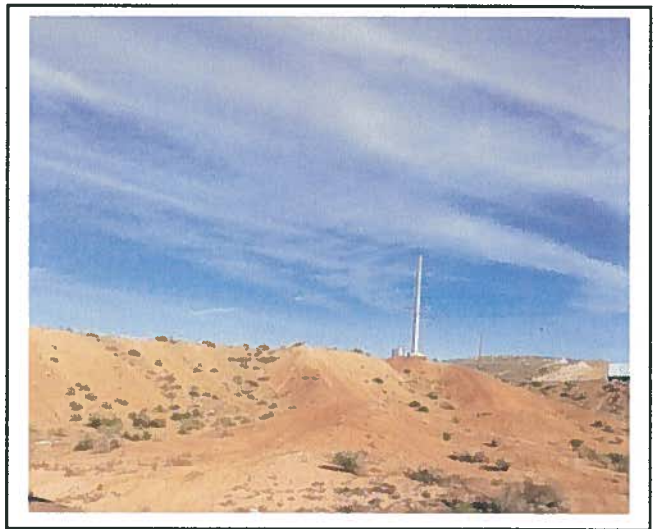
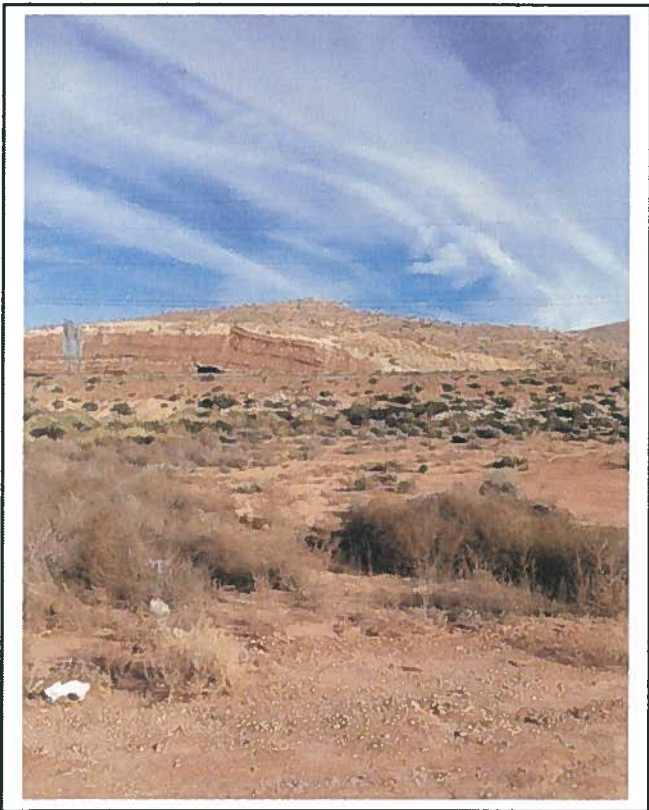
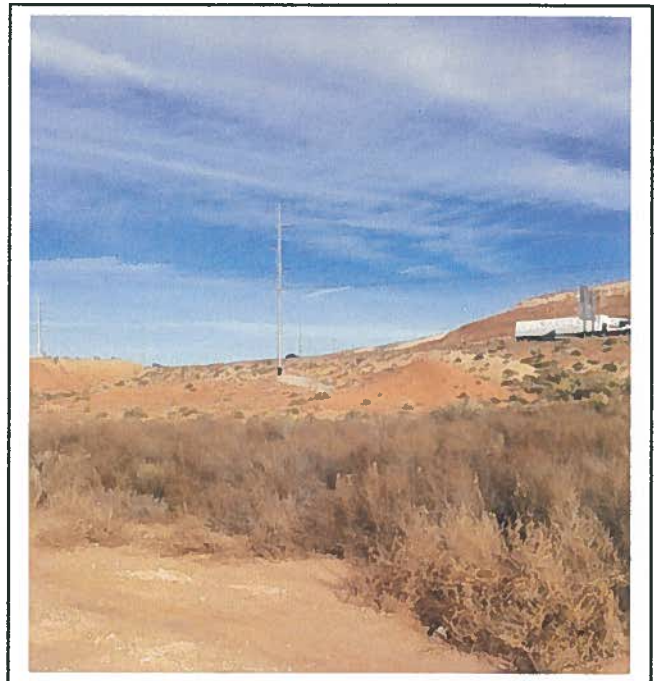
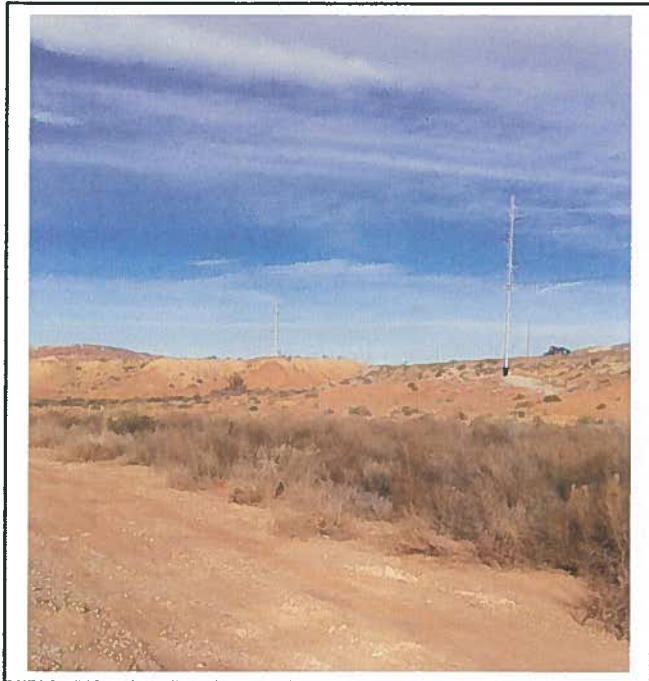


METAL FENCE ALONG FREEWAY

Site Photos
(By Pope Engineering)

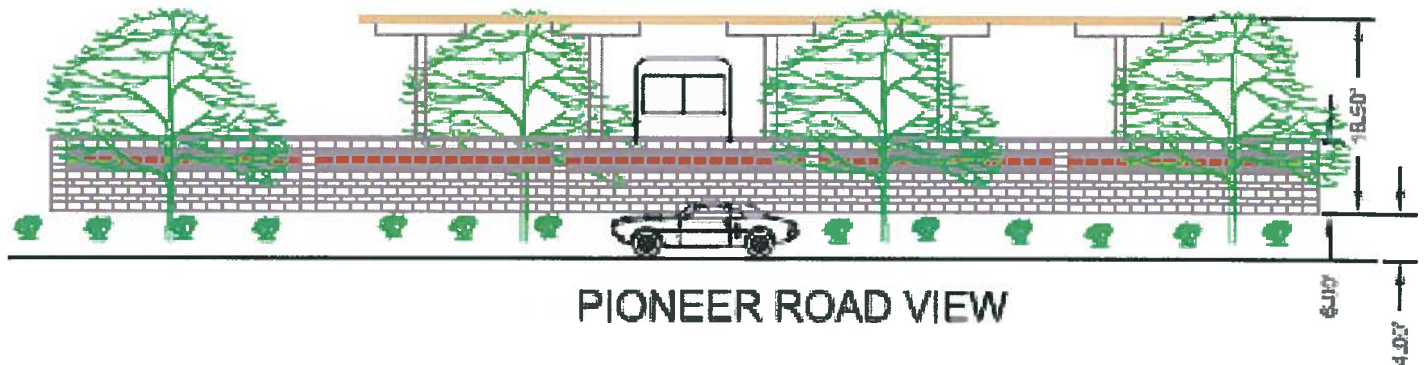
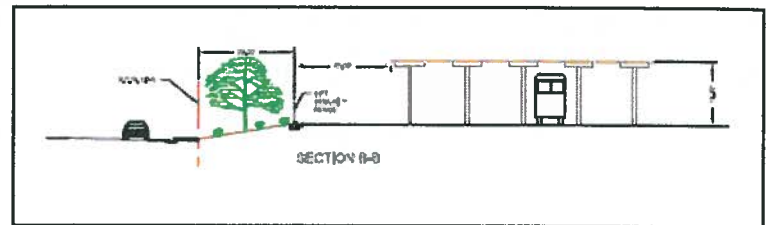
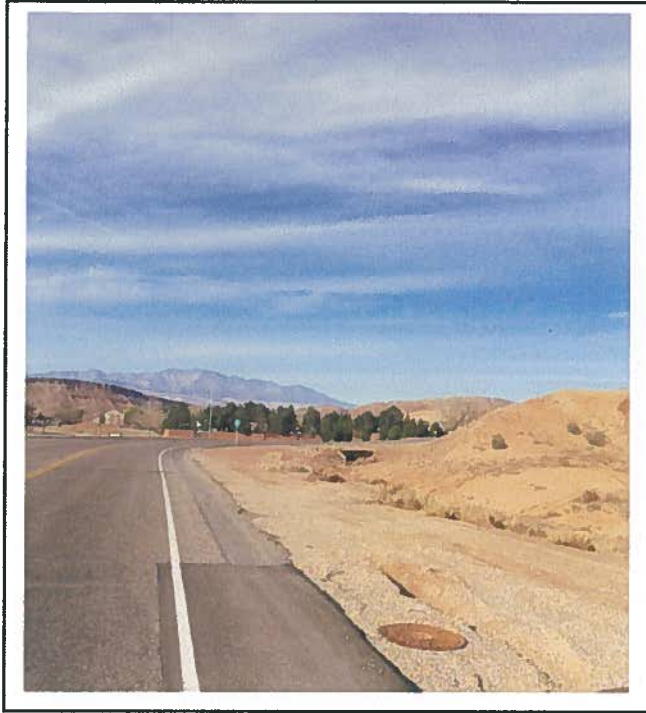




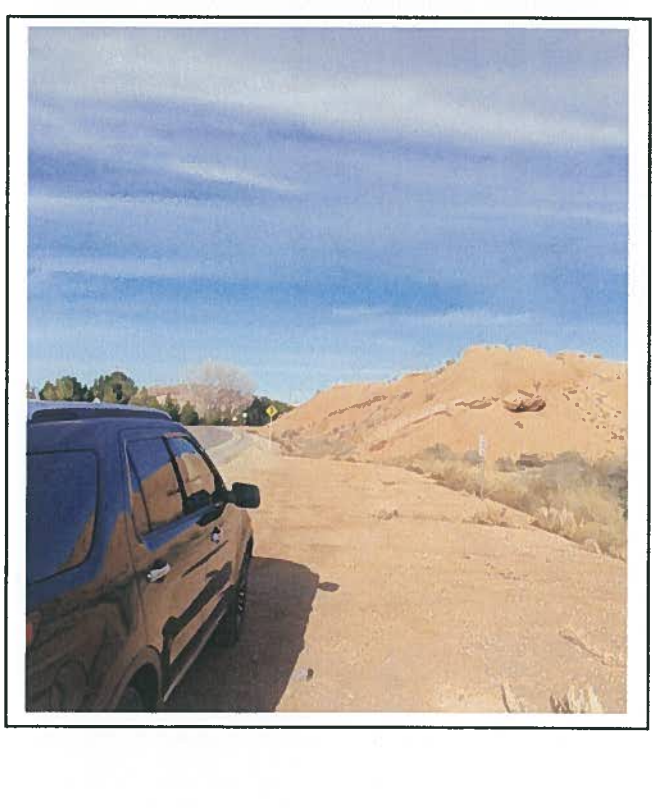
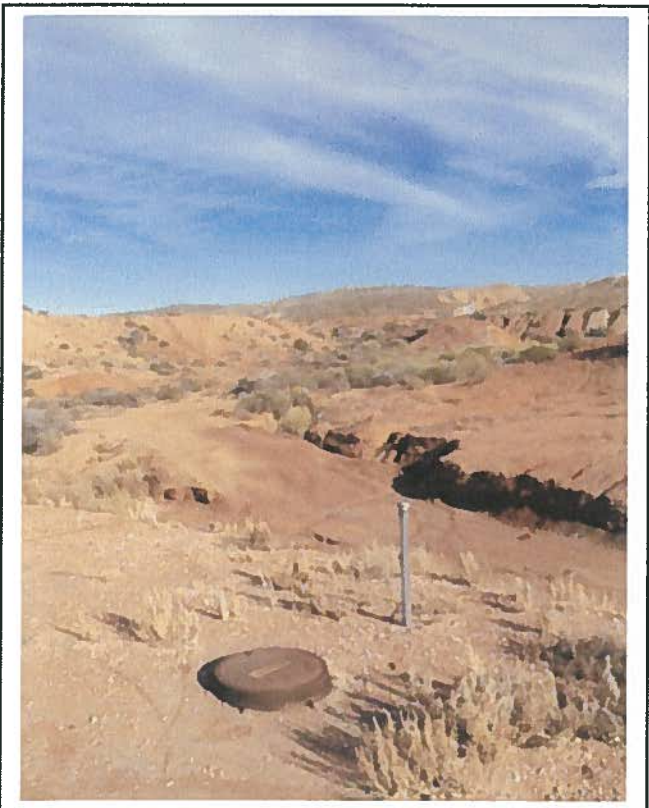
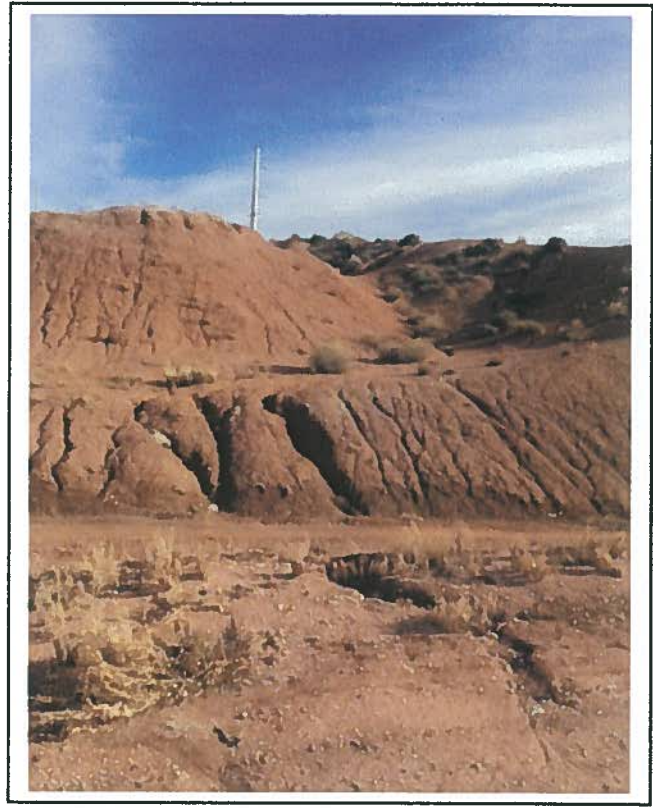
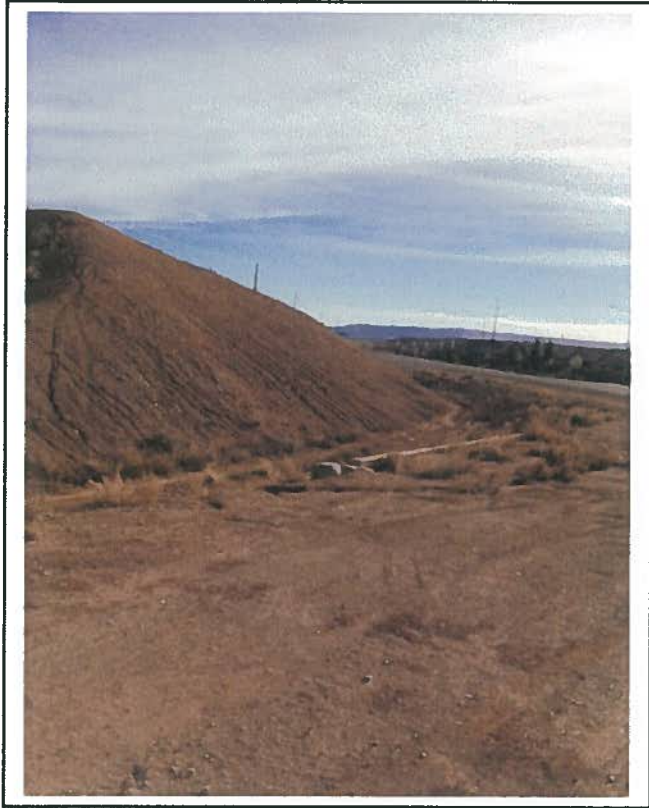


Pioneer Road

(Photos & details by Pope Engineering)



Drainage (Photos by Pope Engineering)



March 16, 2016 Photos (by Staff)

Pioneer Road is lined with pine trees (from Eagle Scout Projects)



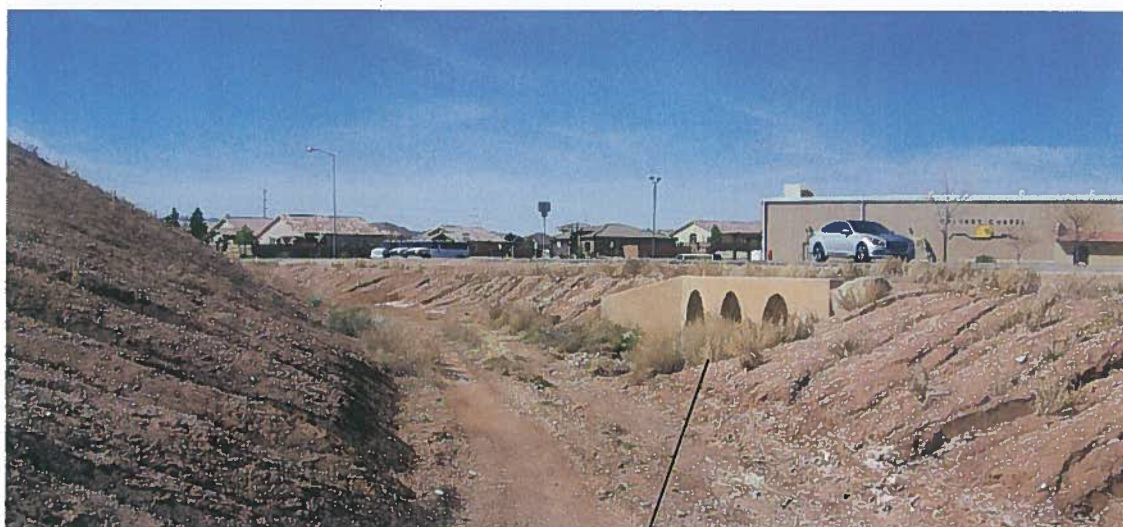
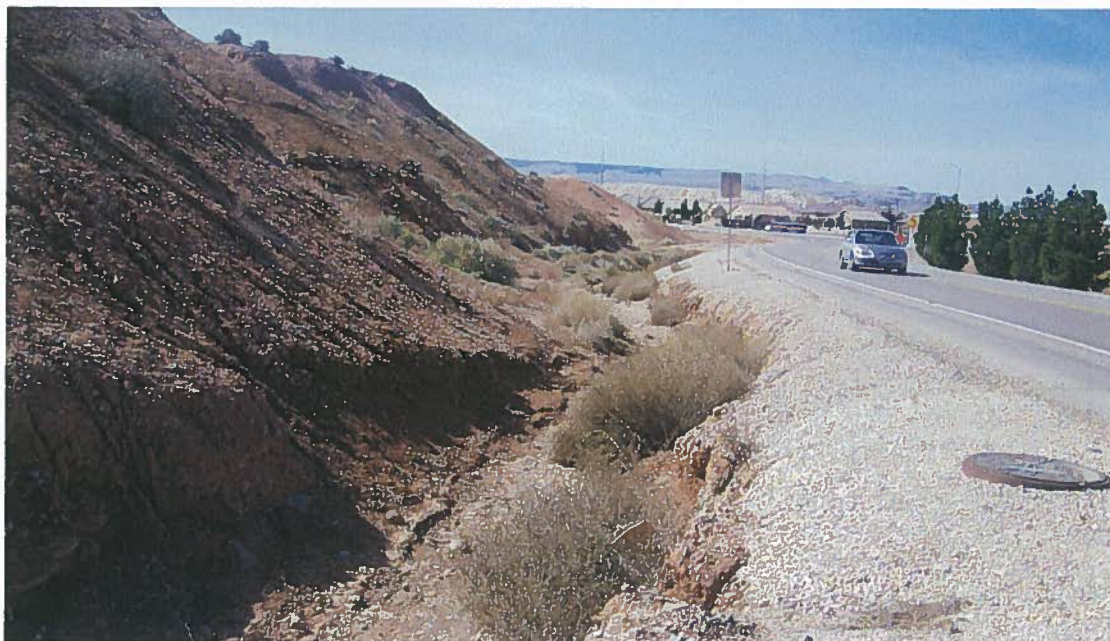
Site Photos (emphasis on drainage)



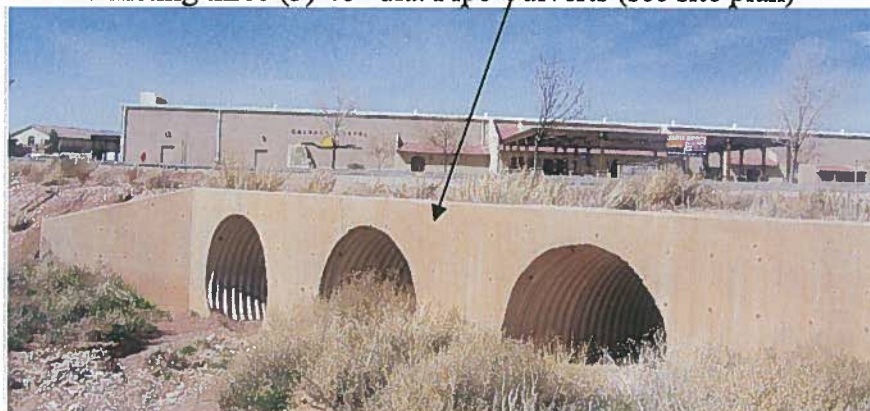


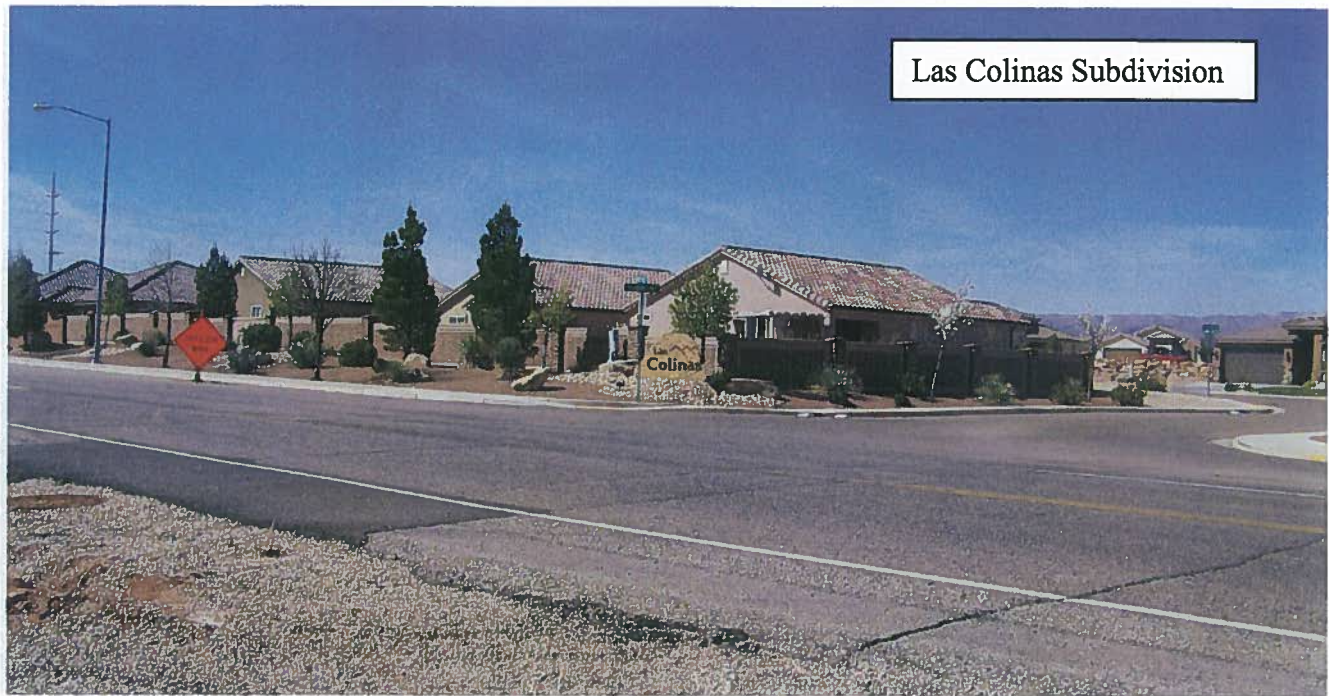


144" Concrete Box Storm Drain
(passes under freeway)
(see site plan)

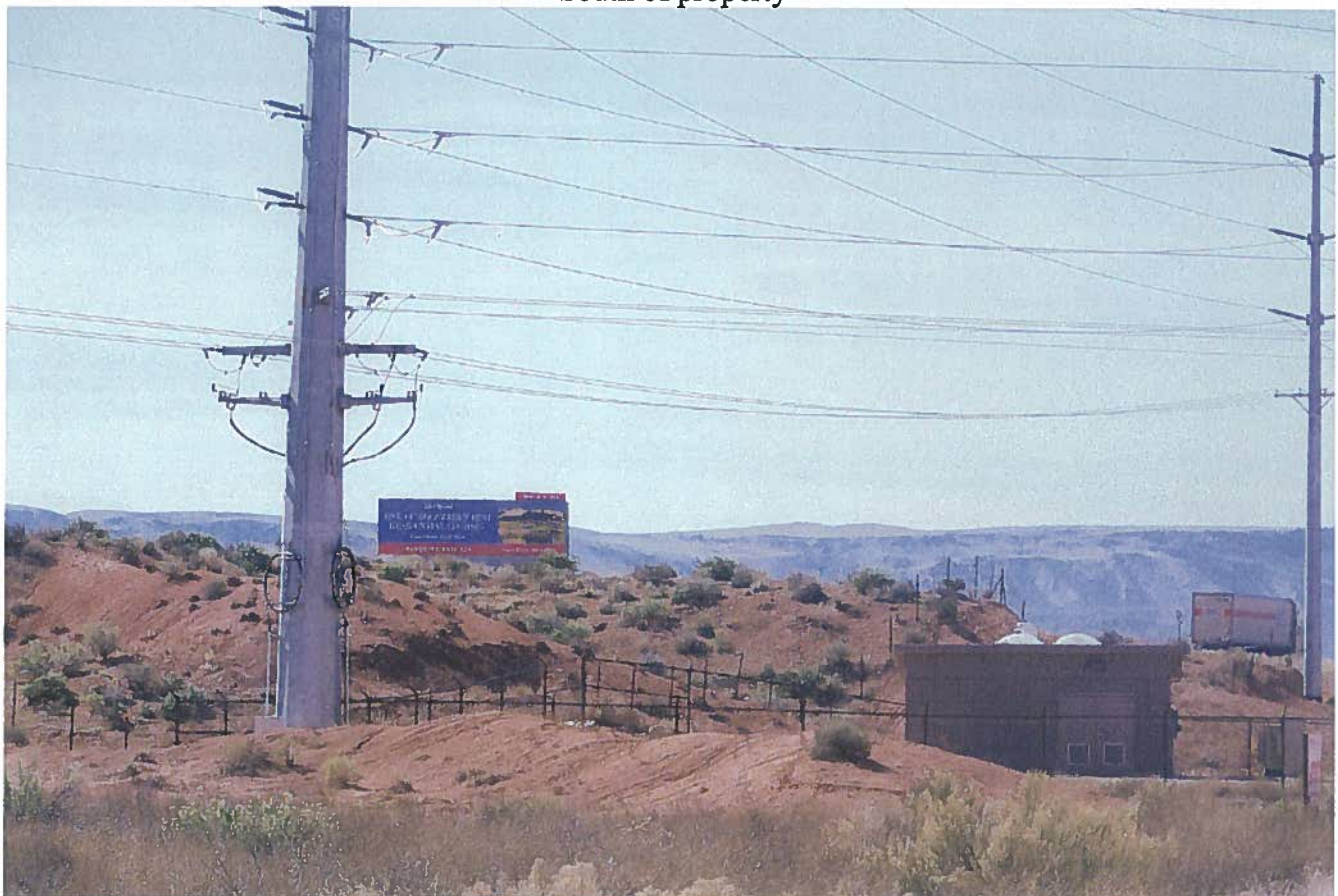


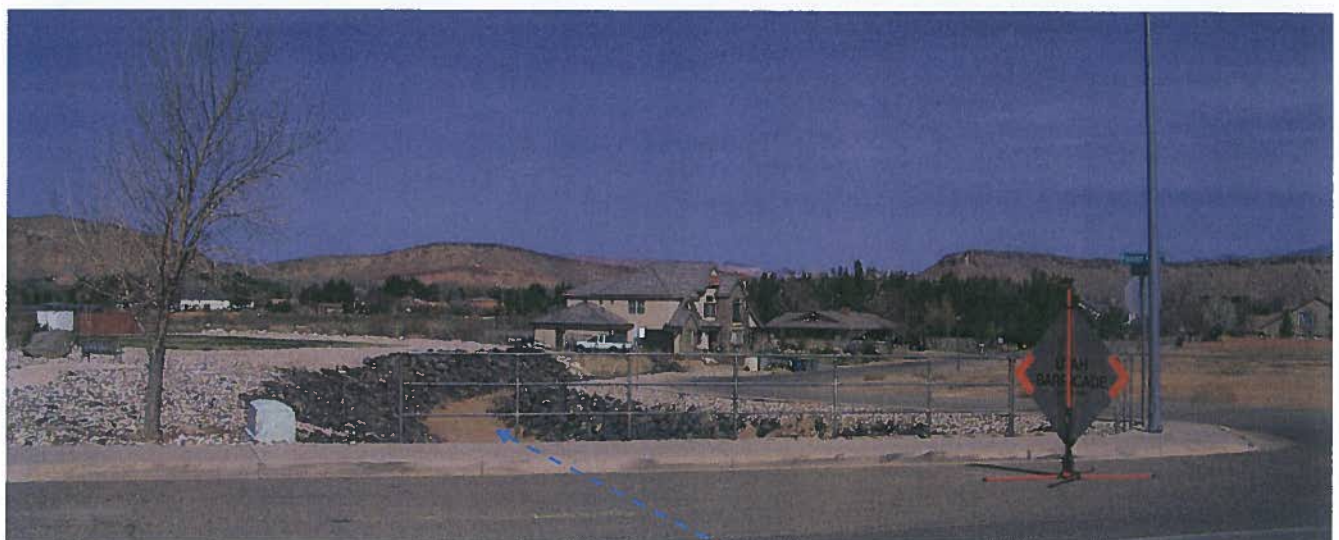
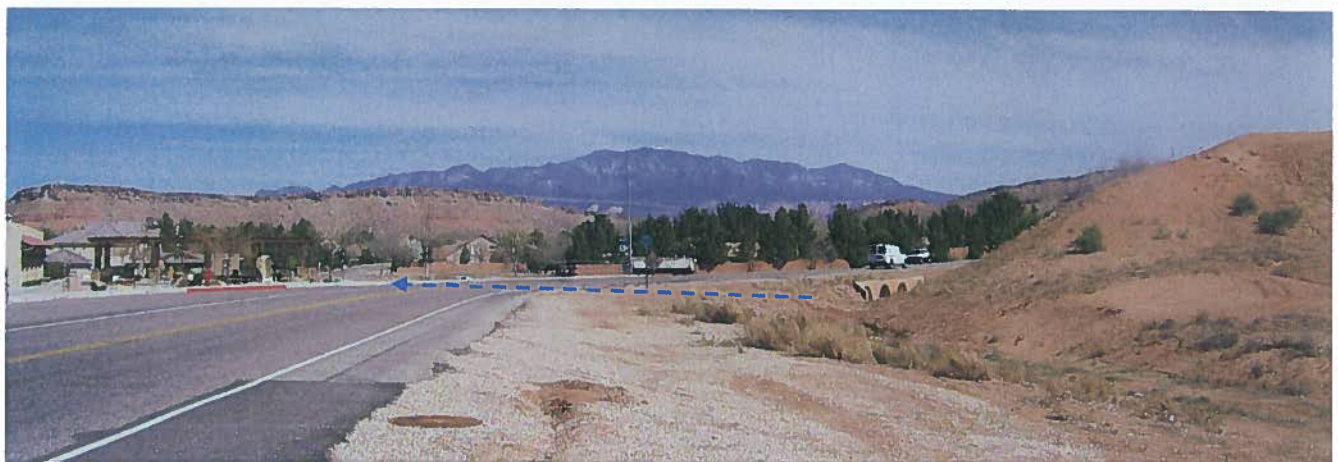
Existing three (3) 48" dia. Pipe Culverts (see site plan)





South of property





Application

**PD ZONE CHANGE
PLANNED DEVELOPMENT (PD)
APPLICATION & CHECKLIST**



APPLICATION FOR A ZONE CHANGE AS PROVIDED BY THE
CITY OF ST. GEORGE ZONING ORDINANCE
CITY OF ST. GEORGE, UTAH

I. PROPERTY OWNER(S) / APPLICANT & PROPERTY INFORMATION

LEGAL OWNER(S) OF SUBJECT PROPERTY: Denis & Diane Lyman

MAILING ADDRESS: 227 W 700 S, ST. GEORGE, UT - 84770
PHONE: (313) 442-4400 CELL: 313-442-4400 FAX: 313-442-4400 (535)

APPLICANT: NA

(If different than owner)

MAILING ADDRESS: NA

PHONE: 313-442-4400 CELL: 313-442-4400 FAX: 313-442-4400 (535)

EMAIL ADDRESS: denis@lyman.com

CONTACT PERSON / REPRESENTATIVE: Reed Pope Engineering

(i.e. Developer, Civil Engineer, Architect, if different than owner)

MAILING ADDRESS: 1240 E. 100 S. # 15B

PHONE: 801-228-1626 CELL: 801-228-1626 FAX: 801-228-1626

EMAIL ADDRESS(ES): ? LR.Pope@LRPope.com

A general description of the property location is as follows: (Give approx. street address, general location etc., and attach a vicinity map or property plat showing the subject property and the surrounding areas.) Include a **colored** site plan and **colored** landscape plan, and **colored** elevation drawings (all four sides) suitable for presentations in public meetings. Un-developed dry wash-land.

The Zone Change becomes effective on the hearing date if approved by the City Council. A PD (Planned Development Residential Zone) is approved for a period of 18 months only unless building permits have been issued and the project commenced prior to 18 months from the above hearing date.

OFFICE STAFF USE ONLY

CASE #: 2016-ZC-010 FILING DATE: 2/24/16 RECEIVED BY: [Signature] RECEIPT #:

*FEE: \$500 (Filing fee and 1st acre) + \$50.00 per ac for 2-100 ac and \$25 per ac 101-500 and \$10.00 per ac 501-plus

2/22/16 rtb

\$971.50

II. ADDITIONAL INFORMATION

Provide the following information: (Attach additional sheets if necessary)

- OS
1. What is the present zoning on the property? Open Space COMMERCIAL
 2. What zone or zones are requested by this application? PD COMMERCIAL
 3. Is the zone change in harmony with the present City General Plan? Yes X No _____
 4. If no, what does the City General Plan propose for the subject property?
(If the application is not in harmony with the City General Plan, a General Plan Amendment hearing will be required prior to the zone change request. General Plan Amendment hearings are held four (4) times per year in January, April, July, and October. A General Plan Amendment application can be obtained from the Community Development Department or online at <http://www.sccity.org/comdev/forms.php>)
 5. Total acreage of proposed zone change: 10.43 A.
 6. Are there deed restrictions against the property that might affect the requested zone change?
Yes _____ No X
A copy of the deed restrictions, if any, may be submitted in support of the application and shall be submitted if contrary to the request zone change.
 7. Has a Traffic Impact Study or Traffic Analysis been completed to determine any traffic impacts?
Yes _____ No X
IF YES, submit the Traffic Impact Study with the application for review by Traffic Engineering.
IF NO, a Traffic Impact Study will be required (if determined necessary at Planning Staff Review) to be submitted with the application and reviewed prior to approval by the City Council.
 8. Is the necessary utility capacity available (water, power, sewer and drainage) to serve the zone change parcel? Yes X No _____
Please describe the projected demand for utility services: Very little, some security lights, fire hydrant.

III. SUBMISSION CHECKLIST FOR PD (PLANNED DEVELOPMENT) ZONE

(A COMPLETE ZONE CHANGE APPLICATION MUST BE SUBMITTED A MINIMUM OF 3 WEEKS PRIOR TO THE NEXT REGULARLY SCHEDULED PLANNING COMMISSION MEETING)

Development/Project Name MINISTOR STORAGE OUTSIDE STORAGE
(Project name must be previously approved by the Washington County Recorder & City Planning Department)
Developer/Property Owner Debra Diane Larkin Phone No. (503) 690-6130 ext. 0-11
Contact Person/Representative Reid Pope Phone No. 431-635-1676
Licensed Surveyor " " Phone No. " "

PD ZONE CHANGE PROCEDURE

Step #1 Meet with Planning Staff Review (PSR) – Meets every Tuesday at 8:30 a.m. Call Community Development at 627-4206 to be scheduled for this meeting.

Note: Call at least one day in advance to schedule.

Step #2 Document Submission Checklist*

Legal Description Documents:

- Submit the following documents: (These documents must be prepared by a licensed surveyor)
- ☒ 1. Described bearings on all documents must be rotated to UCN;
 - ☒ 2. Legal description prepared on 8-1/2" x 11" sheet and signed by a licensed Surveyor;
 - ☒ 3. Minimum size 8-1/2" x 11" graphical representation of Survey Boundary;
 - ☒ 4. Legal description and Surveyed Site Plan (Record of Survey) drawing in DWG format on a CD for the GIS Department;
 - ☒ 5. 24"x36" Surveyed Site Plan (Record of Survey) drawing sheet(s) for meeting exhibit

Other Submission Documents:

- ☒ 6. This Zone Change application form completed and signed;
- ☒ 7. Appropriate** Filing Fee: \$500 (filing fee and 1st acre) + \$50.00 per acre for 2-100 acre and \$25 per acre 101-500 and \$10.00 per acre 501-plus
- ☒ 8. County ownership plat with boundary of zone change outlined;
- ☒ 9. List of property owners within 500' and two sets of mailing labels;
- ☒ 10. Colored Site Plan & Landscape Plan – minimum size 24" x 36";
- ☐ 11. Building elevation(s) – Colored renderings, all four building sides;
- ☐ 12. Board mounted materials and color samples (i.e. roof tile samples, stucco samples, stone samples, and paint color swatches, etc.);
- ☐ 13. For buildings over 35' ft in height also provide a colored photo simulation;

- ☒ 14. 8-1/2" x 11" reduction of the site plan, landscape plan, and building elevations;
- ☒ 15. Written text (as outlined in Zoning Ordinance Chapter 8, Section 10-8.4);
- ☒ 16. CD with the above images in JPEG, BMP or TIFF format and the written text in PDF format

*Note: This application will be considered incomplete without the above documents

**Note: There is NO FEE for acreage rezoned to Open Space

Step #3 Planning Commission and City Council Hearings

Planning Commission usually meets the 2nd and 4th Tuesday of the month at 5:00 p.m. All applications, the legal description and surveyed site plan drawing (Record of Survey) must be complete and submitted at least 3 weeks prior to the meeting. Incomplete or inaccurate applications will not be accepted or scheduled. City Council sets a public hearing date after a recommendation for approval from the Planning Commission, and then there is a 14-day advertising period prior to the public hearing.

Hearing Dates:

Planning Commission _____
City Council Set Date _____
City Council Hearing Date _____
Council Action _____

Filing Fee: \$500 (filing fee and 1st acre) + \$50.00 per acre for 2-100 acre and \$25 per acre 101-500 and \$10.00 per acre 501-plus - NO FEE for acreage rezoned to Open Space

IV. COMMENTS

1. Please be aware that, if determined necessary by City staff, Planning Commission and the St. George City Council, additional information and/or special studies may be required to review the project. These may include, but not be limited to: Additional Color Renderings, Photo simulations, Computer fly-bys, Site Section Cuts, Color 'Bird's Eye' renderings, and additional color swatches and building materials.

2. Until the following information is submitted, your application will be considered incomplete:

3. Required site improvements such as pavement for parking and storm drain facilities, and all other improvements required by

the issuance of a certificate of occupancy or approval for permanent electric power service. In the event such improvements cannot be completed prior to receiving permanent or a certificate due to weather conditions or other unusual circumstances, a financial guarantee in the form of a cashiers check, bond, escrow, or other financial guarantee acceptable to the City attorney shall be provided to the City guaranteeing that such improvements will be fully completed within ninety (90) days of the issuance of permanent power and/or a certificate of occupancy.

V. APPLICANT AGREEMENT

We the undersigned applicant(s)

(is/are) the owner(s)

or (agent) of the following legally described property and request the zone change as described above.

(Exact legal description and surveyed site plan (Record of Survey) drawing prepared and stamped by licensed surveyor, and/or property ownership plat must accompany application and must be attached hereto along with the legal description and the surveyed site plan (Record of Survey) drawing in DWG format on CD.) The legal description, if separated from the surveyed site plan (Record of Survey) drawing, must be stamped, signed, and dated, and have a firm name or surveyor's name address and phone number. Note: Surveyed Site Plan (Record of Survey) drawing and legal description shall comply with the pertinent subdivision Final Plat Checklist requirements.

Signature

Address

Signature

Address

Signature

Address

Signature

Address

Signature

Address

Attach additional sheets if necessary for additional owners.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY CHANGING THE ZONE FROM OS (OPEN SPACE) TO PD-C (PLANNED DEVELOPMENT COMMERCIAL) ON 10.43 ACRES (Monster RV Storage on Pioneer Road)

WHEREAS, the property owner has requested a zone change on 10.43 acres from OS (Open Space) to PD-C (Planned Development Commercial); and

WHEREAS, the City Council held a public hearing on this request on April 21, 2016; and

WHEREAS, the Planning Commission recommended approval of the requested zone change amendment; and

WHEREAS, the City Council has determined that the requested zone change is justified at this time and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

NOW, THEREFORE, BE IT ORDAINED, by the St. George City Council, as follows:

Section 1. Repealer. Any provision of the St. George City Code found to be in conflict with this ordinance is hereby repealed.

Section 2. Enactment. The City Zoning Map is hereby ordered to be changed to reflect the zone change amendment on 10.43 acres located on the east side of Pioneer Road at the intersection of Sugar Leo Road and Pioneer Road, specifically described on the attached property description, Exhibit "A." The project must comply with all conditions, requirements, and restrictions as approved by City Council.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately on the date executed below, and in the manner required by law.

APPROVED AND ADOPTED by the City Council of the City of St. George, this 21st day of April 2016.

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

Exhibit "A"

**L.R. POPE ENGINEERING INC.
1240 E 100 S #15B
ST. GEORGE, UTAH 84790
1-435-628-1676
Email lrpope@lrpope.com**

Description of SG-6-3-13-323

BEGINNING AT THE SOUTHWEST CORNER OF THE SE1/4 SW1/4 OF SECTION 13, TOWNSHIP 43 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, THENCE N 01°12'43" E ALONG THE 1/16 LINE 124.903 FEET TO A POINT ON SOUTH RIGHT OF WAY LINE OF AN 80 FOOT ROADWAY; THENCE N 24°38'20" E 255.53 FEET TO THE POINT OF CURVATURE OF A 1290.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 201.32 FEET, THROUGH A CENTRAL ANGLE OF 08°56'30" TO THE POINT OF TANGENCY; THENCE N 15°41'50" E 241.38 FEET TO THE POINT OF CURVATURE OF A 260.00 FOOT RADIUS CURVE TO THE RIGHT, THENCE ALONG THE ARC OF SAID CURVE 173.97 FEET, THROUGH A CENTRAL ANGLE OF 38°20'15" TO THE POINT OF TANGENCY; THENCE N 54°02'01" E 204.07 FEET TO THE POINT OF A CURVATURE OF A 773.05 FOOT RADIUS TO THE LEFT, THENCE ALONG THE ARC OF SAID CURVE 226.68 FEET THROUGH A CENTRAL ANGLE OF 16°48'03" TO THE POINT OF CURVATURE OF A 960.00 FOOT RADIUS REVERSE CURVE, THENCE ALONG THE ARC OF SAID CURVE 142.92 FEET, THROUGH A CENTRAL ANGLE OF 08°31'48" TO A POINT ON THE NORTH LINE OF THE SE1/4 SW1/4 OF SAID SECTION 13; THENCE LEAVING SAID 80 FOOT ROADWAY AND RUNNING S 88°46'33" E ALONG SAID NORTH LINE 393.96 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF HIGHWAY I-15; THENCE THE FOLLOWING THREE COURSES ALONG SAID RIGHT OF WAY: S 42°14'10" W 459.37 FEET TO A HIGHWAY RIGHT OF WAY MARKER; THENCE S 38°30'08" W 699.55 FEET TO A HIGHWAY MARKER; THENCE S 34°40'28" W 498.24 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 13; THENCE N 88°50'30" W ALONG SAID SOUTH LINE 128.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.43 ACRES, MORE OR LESS.

By L. Ried Pope, PE, PLS

2/25/16

1 APR 2016

TO: PLANNING COMMISSION - ZONE CHANGE
CASE # 2016-ZC-013

(3A)

- PIONEER ROAD WILL EVENTUALLY NEED TO BE WIDENED, HAS CONSIDERATION BEEN GIVEN TO SETBACK TO ACCOMMODATE THIS?
- TURN LANES FOR ENTRY WILL ALSO REQUIRE ADDITIONAL SETBACK?
- WILL A BLOCK WALL BE REQUIRED TO SHIELD PROPERTY FROM NEIGHBORING VIEWS?
- CATCH BASIN FOR RUNOFF FROM PROPERTY?
- WILL THE EXISTING HILLS BE LEFT ALONE?
- WILL THEY ARE A NATURAL SHIELD FOR SOME FREWAY NOISE?

THANKS

John L. Hansen

STGEORGE

3A

4-11-16

Ray Snyder, Community Dev. Department
Planner II
City of St George
175 E. 200 N.
St. George, Utah 84770

(RD-Pioneer)

RE: Case # 2016-ZC-013

Dear Mr Snyder, Community Dev. Dept.
I do not want the proposed

Zone change authorized -

The area is zoned (open space)
and should remain (open space) -

Do not change this area. It should remain Open Space

Thank you very much.

Elma Louise Mozzola TR.

SG-RIV-3-16

St George, Utah

RECEIVED
APR 14 2016
BY: _____

DRAFTAgenda Item Number : **6A**

Request For Council Action

Date Submitted 2016-04-11 11:27:51**Applicant** PC**Quick Title** PC Report from April 12, 2016**Subject** Consider the Planning Commission report from the meeting held on April 12, 2016**Discussion** The PC had a rather long agenda for the 12th. However, eight of the items for City Council will only be setting the public hearing dates. The other action items included 2 preliminary plats and a CUP. The CUP is for height of a hotel and is also listed separately on the agenda.**Cost** \$0.00**City Manager Recommendation** Long meeting had by the Planning Commission. Action for CC only setting public hearings and a couple of plats and a CUP for height variance for new Hyatt hotel adjacent to Dixie Center.**Action Taken****Requested by** John Willis**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments**

**CITY OF ST. GEORGE
WASHINGTON COUNTY, UTAH**

PLANNING COMMISSION REPORT: APRIL 12, 2016
CITY COUNCIL MEETING: APRIL 21, 2016

1. **PUBLIC HEARINGS TO BE ADVERTISED FOR MAY 5, 2016**

- A. Consider a zoning regulation amendment to amend the St. George City Code, Title 10: Zoning Regulations, to amend Chapter 8 Planned Development Zone to add Traditional Neighborhood Zone (TNZ) within the zoning ordinance. Case No. 2015-ZRA-006. (Staff – John Willis)
- B. Consider a zone change amendment for a **Master Sign Plan** for the Boulder Creek Commons and Boulder Creek Crossing commercial center sites. Generally located at the intersection of 1450 South Street and River Road. The owner is River Road Investments LLC and the representatives are Mr. Steven Sheffield and Mr. Mike Sheffield. Case No. 2016-ZCA-018.
- C. Consider a request to amend the PD-C (Planned Development Commercial) zone to develop the '**Steven Henager College**' building on Lot 1 on approximately 1.40 acres (of a 10.83 acre 9 lot commercial subdivision – Boulder Creek Crossing). The property is located on River Road adjacent to 'Bundy Lane' (1580 South Street). The owner is River Road Investments LLC and the representative is Mr. Mike Sheffield. Case No. 2016-ZCA-011.(Staff – Ray Snyder)
- D. Consider a request to amend the PD-C (Planned Development Commercial) zone to develop the '**Restaurants Building**' building on Lot 6 on approximately 1.04 acres (of a 10.83 acre 9 lot commercial subdivision – Boulder Creek Crossing). The property is located on River Road adjacent to 1450 South Street. The owner is River Road Investments LLC and the representative is Mr. Mike Sheffield. Case No. 2016-ZCA-010. (Staff – Ray Snyder)
- E. Consider a zone change amendment for the **Inn of Entrada PD** (Planned Development) Lots 1-23 and **Shinava Ridge PD** Lots 24-39 to allow lockout short term rentals in compliance with Zoning Ordinance Section 10-14-20. Located at 2588 W Sinagua Trail and 2549 W Sinagua Trail. The representative is Mr. Bruce Jenkins, VialFortheringham SG LLP, Lawyers. Case No. 2016-ZCA-012.
- F. Consider a zone change for Parcel 1 on 89.139 acres from A-1 (Agricultural) to R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size) and a zone change for Parcel 2 on 17.339 acres from A-1 (Agricultural) to R-1-12 (Single Family Residential 12,000 sq. ft. minimum lot size). Both properties are generally located at the southwest corner of the intersection of Seegmiller Drive and 3000 East Street and are located in the W ½ Sec. 10, T43S, R15W, SLB&M. The project is called "**Seegmiller Property.**" The owner is Seemiller Family Limited Partnership and the representative is Development Solutions. Case No. 2016-ZC-016.

- G. Consider a zone change for Parcel 1 on 34.359 acres from A-1 (Agricultural) to R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size), a zone change for Parcel 2 on 31.890 acres from A-1 (Agricultural) to R-1-8 (Single Family Residential 8,000 sq. ft. minimum lot size) and a zone change on 38.937 acres for Parcel 3 from A-1 and A-20 (Agricultural) to OS (Open Space). All three properties are generally located east of 3000 East Street and are located in the N ½ of Sections 14 and 15, T43S, R15W, SLB&M. The project is called "The Arbors Phase 4 (Hawthorn)." The owner is Seemiller Family Limited Partnership and the representative is Development Solutions. Case No. 2016-ZC-016.
- H. Consider a zone change on 20.00 acres from A-1 (Agricultural) to R-1-8 (Single Family Residential 8,000 sq. ft. minimum lot size). The property is located at the SE ¼ of Sec 10, T43S, R15W, SLB&M (located at approx. 3200 East and 2840 South). The owner and representative is Development Solutions Group. The project is called "Arbors Phase 5 (Atkin). Case No. 2016-ZC-017.

2. **CONDITIONAL USE PERMIT (CUP)**

Consider a request to construct a five (5) story hotel (Hyatt Place) at the 'Confluence Commercial Center' that exceeds the allowable maximum building height of thirty-five feet (35'). The property is located to the west of 270 East Street and generally bounded by 1670 South Street to the north and 120 East to the west (behind the Dixie Convention Center). The zoning is C-3 (General Commercial). The representative is Mr. Matt Hansen, PEG Development. Case No. 2016-CUP-009 (Staff - Ray Snyder)

3. **PRELIMINARY PLATS (PP)** – Public Hearing

- A. Consider approval of a preliminary plat for a five (5) lot residential subdivision development called "Redwood Estates Phase 6." The property is zoned R-1-8 (Single Family Residential, 8,000 s.f. minimum lot size) and is located at approximately 3200 East 3100 South. The applicant is Development Solutions Group and the representative is Mr. Steve Kamlowky Case No. 2016-PP-012 (Staff – Wes Jenkins)
- B. Consider approval of a preliminary plat for a thirteen (13) lot residential subdivision development called "Riverside Cliffs." The property is zoned R-1-8 (Single Family Residential, 8,000 s.f. minimum lot size) and is located at approximately 1250 South 1800 East. The applicant is Ence Homes and the representative Rosenberg Associates. Case No. 2016-PP-014 (Staff – Wes Jenkins)

4. **OTHER BUSINESS**

The Planning Commission meeting on April 12th was extremely long; it began early at 4:00 p.m. and ended at 11:00 p.m.; for a total of seven (7) hours. Below is a summary of the agenda items:

- a. The TND (traditional Neighborhood Development) zoning regulation amendment required **1 ½ hours** and resulted in a recommendation to keep the existing Section 10-8A "Traditional Neighborhood District", but create a new sub section of the PD chapter to be a **PD-TNZ** (Planned development Traditional Neighborhood Zone).
- b. The '**Master Sign Plan**' for the Sheffield projects (Boulder Creek Commons and Crossing) required **2 hours** and resulted in a recommendation for approval with comments and conditions.
- c. PC break.
- d. Lot 1, Boulder Creek Crossing, **Steven Henager College** required **25 minutes** and resulted in a recommendation for approval with comments and conditions.
- e. Lot 6, Boulder Creek Commons, **Restaurant building** required **15 minutes** and resulted in a recommendation for approval with comments and conditions.
- f. The **Inn at Entrada PD** – short term rentals required **45 minutes** and resulted in a recommendation for approval.
- g. The '**Seegmiller**' zone change required **50 minutes** and resulted in the applicant changing the request from R-1-10 to R-1-12 zoning on approximately 106 acres in Little Valley.
- h. PC break
- i. The '**Arbors 4**' zone change required only **10 minutes** and resulted in a recommendation for approval.
- j. The '**Arbors 5**' zone change required only **5 minutes** and resulted in a recommendation for approval.
- k. The Preliminary Plats ('Redwood Estates Ph 6' & 'Riverside Cliffs') required only a few minutes.

PCR ITEM 3A

Preliminary Plat

PLANNING COMMISSION REPORT OF: **04/12/2016**
CITY COUNCIL MEETING: **04/21/2016**

PRELIMINARY PLAT

Redwood Estates Ph 6

Case No. 2016-PP-012

Request: To approve a preliminary plat for a five (5) lot residential subdivision

Location: The site is located at approximately 3200 East 3100 South

Property: 1.38 acres

Number of Lots: 5

Density: 3.62 du/ac

Zoning: R-1-8

Adjacent zones: This plat is surrounded by the following zones:
North – R-1-8
South – R-1-8
East – A-1
West – R-1-8

General Plan: Low Density Residential

Applicant: Development Solutions Group

Representative: Steve Kamlowsky

DT-1

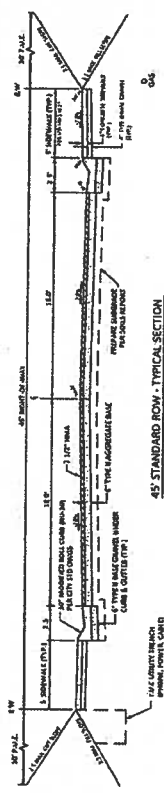
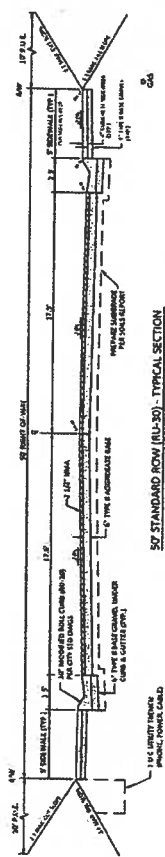
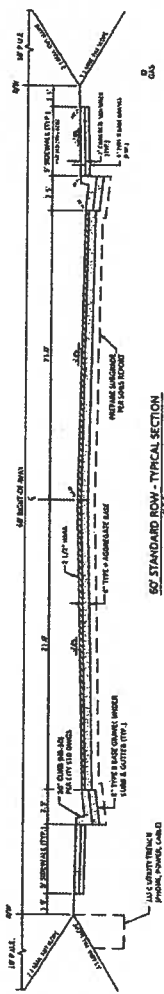
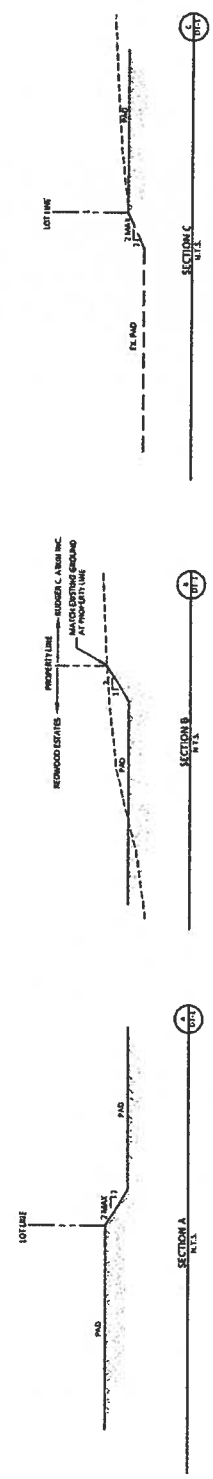
2 OF 2 TOTAL

NO.	DESCRIPTION	DATE
1	REVISION	
2	REVISION	
3	REVISION	
4	REVISION	
5	REVISION	
6	REVISION	
7	REVISION	
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19	REVISION	
20	REVISION	

DEVELOPMENT SOLUTIONS, INC.
LAND PLANNERS, CIVIL ENGINEERS
120 East St. George Blvd. Suite 400
St. George, UT 84770
OFFICE: (435) 628-2313 • FAX: (435) 628-2153
www.devsolutions.com

RED WOOD ESTATES
PHASE 6
LOCATED IN ST. GEORGE, UTAH
SECTIONS AND DETAILS

NO.	DESCRIPTION	DATE
1	REVISION	
2	REVISION	
3	REVISION	
4	REVISION	
5	REVISION	
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7	REVISION	
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ITEM 3B

Preliminary Plat

PLANNING COMMISSION REPORT OF: **04/12/2016**
CITY COUNCIL MEETING: **04/21/2016**

PRELIMINARY PLAT
Riverside Cliffs Phase 3
Case No. 2016-PP-014

Request: To approve a preliminary plat for a thirteen (13) lot residential subdivision

Location: The site is located at approximately 1250 South and 1800 East south of Riverside Drive

Property: 4.46 acres

Number of Lots: 13

Density: 2.91 du/ac

Zoning: R-1-8

Adjacent zones: This plat is surrounded by the following zones:
North – R-1-8
South – R-1-8
East –R-1-8
West – R-1-10

General Plan: Medium Density Residential

Applicant: Ence Homes

Representative: Rosenberg Associates

Comments:

1. Lots 52 and 53 have a 35-foot setback from the existing ridgeline.

DRAFTAgenda Item Number : **6B**

Request For Council Action

Date Submitted 2016-04-11 11:40:01**Applicant** Mr. Matt Hansen, PEG Development**Quick Title** CUP to Construct a Five Story Hotel with a Height of 66'

Subject Consider a request to construct a five (5) story hotel (Hyatt Place) at the "Confluence Commercial Center"™ that exceeds the allowable maximum building height of thirty-five feet (35'™). The property is located to the west of 270 East Street and generally bounded by 1670 South Street to the north and 120 East to the west (behind the Dixie Convention Center). The zoning is C-3 (General Commercial). Case No. 2016-CUP-009

Discussion The applicants propose to construct a 104 room, 5 story hotel. City Code allows a building height of 35', without a CUP. The proposed building height (flat roof) is a maximum 53'™-11" to the top of the parapet with allowance for architectural features up to 66'™-3". Planning Commission recommends approval.

Cost \$0.00

City Manager Recommendation Recommend approval. New hotel part of agreement with developers of Holiday Inn. Planning Commission recommends approval as well.

Action Taken**Requested by** John Willis**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

PCR ITEM 2

Conditional Use Permit

PLANNING COMMISSION REPORT OF: 04/12/2016

CITY COUNCIL MEETING: 04/21/2016

CONDITIONAL USE PERMIT

Case # 2016-CUP-009

- Request:** To construct a five (5) story hotel (Hyatt Place) that exceeds the allowable maximum building height of thirty-five feet (35').
- Property:** The subject hotel would be located on Lot 3 of the recently approved Final Plat "Confluence Commercial Center"
- Zoning:** C-3 (General Commercial)
- General Plan:** Commercial
- Ordinance:** Title 10, Chapter 10 "Commercial Zones," Section 10-10-4 allows a maximum building height of 35 ft....*"unless a greater height is approved by the City Council after recommendation by the Planning Commission."*
- Applicant:** St George Hotel Investors, LLC.
180 N University Avenue #200
Provo Utah 84601
- Representative:** Development Solutions
120 East St George Blvd Ste 301
St George, Utah 84770
Mr. Ryan Thomas
- Project:** The applicants propose to construct a 104 room 5 story hotel. Section 10-10-2 "Permitted Uses" of the Zoning Ordinance lists a hotel as a permitted use in the C-2 zone.
- Noticing:** Notice letters were sent to property owners within a 300 ft. radius and notice was posted in four (4) public places [on the City website, State website, and on two (2) bulletin boards in the City].
- Acreage:** 80,391 sq. ft. (1.846 acres)
- Footprint:** The building footprint is 13,937 sq. ft.

Bldg. Sq. Ft.: The total square footage for the five story building would be 64,831 sq. ft.

Rooms: The applicants propose 104 rooms.

Parking: Section 10-19-5 requires one (1) parking space for each living or sleeping unit, plus 2 spaces for resident manager or owner. The applicants propose 104 units which require $104 + 2 = 106$ spaces.

Landscaping: Street frontage area (120 East) requires a minimum of 3,930 sq. ft. and 4,041 sq. ft. is proposed.

The parking lot parking requires a minimum of 5% or 2,104 sq. ft. (for areas over 100 spaces) and 2,200 sq. ft. will be provided.

Adj. Land Uses: The surrounding zoning is commercial and an existing hotel is located immediately to the east. This project is east of the Dixie Center.

Required Setbacks: Front: 20 ft. Side: 10 ft & 10 ft. Rear: 10 ft.

Proposed Setbacks: Staff will verify setbacks are met during the SPR process.

Materials / Colors: See submitted Materials & Colors Board

Bldg. Height: The proposed building height (flat roof) is a maximum of fifty-three feet eleven inches (53'-11") to the top of the parapet with allowance for architectural features up to sixty-six feet three inches (66'-3"). The height is slightly lower than the neighboring Holiday Inn and is comparable to surrounding buildings in mass and scale.

Heights: Comparable Roof Heights (immediate area)

Bldg.	Location	Zone	Height	Stories
Dixie Center	Convention Center	C3	40'	2
Hilton Hotel	Convention Center	C3	63'	5
Holiday Inn	Convention Center	C3	60' (68' to arch. features)	5

P.C.: The Planning Commission recommends approval with findings (see below)

Findings: The following standards must be met to mitigate the reasonably anticipated detrimental effects **if imposed** as a condition of approval:

Yes	N/A	Category	Description
<p>Mitigate during construction by regulating the hours of operation.</p> <p>After the hotel is constructed, no excessive noise levels are anticipated with the normal operation of a hotel.</p>		A. Noise	<p>1. Excessive noise (unwanted or undesired sound) can cause serious impacts to health, property values, and economic productivity. Conditional uses shall not impose excessive noise on surrounding uses. "Excessive noise" generally means noise that is prolonged, unusual, or a level of noise that in its time, place and use annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others.</p>
<p>Mitigate during construction by methods of watering and other requirements of air quality permit control.</p>		B. Dust	<p>1. Comply with all air quality standards, state, federal and local.</p> <p>2. Use shall not create unusual or obnoxious dust beyond the property line.</p>
<p>Contain all odors during construction.</p> <p>After constructed, no excessive odors are anticipated with the normal operation of a hotel.</p>		C. Odors	<p>1. Comply with all air quality standards, state, federal and local.</p> <p>2. Use shall not create unusual or obnoxious odors beyond the property line.</p>
<p>The hotel will correspond to the existing Dixie Center and Hilton Hotel designs and/or will be constructed of similar and/or compatible materials and colors.</p>		D. Aesthetics	<p>1. Blend harmoniously with the neighborhood so the use does not change the characteristics of the zone and the impact of the use on surrounding properties is reduced.</p>
<p>Meet all required City, State, and Federal applicable safety standards for construction (e.g. OSHA, etc.)</p>		E. Safety	<p>1. Take the necessary measures to avoid or mitigate any safety problems created by the use, including problems due to traffic, rock fall, erosion, flooding, fire, hazardous materials, or related problems.</p> <p>2. Uses shall not locate within the 100-year floodplain as identified by FEMA unless expressly recommended by the city engineer in conformance with city engineering standards and all state, local and federal laws.</p>

The City Traffic Engineering Department will plan check the layout, design, projected traffic volumes, sight distances, signage, and striping to meet all applicable codes and standards.		F. Traffic	<p>1. Traffic increases due to the conditional use shall not cause streets or nearby intersections to fall more than one grade from the existing level of service grade or fall below a level of service "D".</p> <p>2. Uses shall follow city access management standards and not create hazards to other drivers or pedestrians.</p>
The maximum hotel height will be approx. 53'-11" with the architectural features up to approx. 66'-3"		G. Height	<p>1. Buildings shall fit into the overall context of the surrounding area.</p> <p>2. Photo simulations are required showing all sides of the building(s) and showing how the building fits into the surrounding area to include not less than five hundred feet (500') in all directions from the building and including its relationship to nearby ridges, hills, and buildings.</p>
	N/A	H. Hours of Operation	1. Nonresidential uses operating in proximity to or within a residential zone shall limit hours of operation so as not to disturb the peace and quiet of the adjacent residential area.
	N/A	I. Saturation / Spacing	1. To the extent feasible, nonresidential uses allowed in residential zones as conditional uses shall be dispersed throughout the community rather than concentrated in certain residential areas.
This proposed hotel will be within the existing character of the commercial zone for the immediate area.		J. Maintain Character and purpose of zone	1. Uses shall be consistent with the character and purpose of the zone within which they are located.
Shall comply with all applicable City, State, and federal standards for public health.		K. Public Health	<p>1. Use shall comply with all sanitation and solid waste disposal codes.</p> <p>2. Use shall not create public health concerns. (Ord. 2007-01-001, 1-4-2007)</p>

Narrative



March 7, 2016

Wes Jenkins
City of St. George Development Services
175 East 200 North
St. George, UT 84770

Re: Conditional Use Permit – Hyatt Place, Confluence Commercial Center

Dear Mr. Jenkins,

Please find enclosed an application for a Conditional Use Permit seeking allowance for a height variance in the C-3 zone for the proposed Hyatt Place at the Confluence Commercial Center. The Hyatt Place is proposed as a 104-room, five-story hotel. The proposed height of the hotel is 53-feet 11-inches to the top of the parapet with allowance for architectural features up to 66-feet 3-inches. This height is slightly lower than the neighboring Holiday Inn and is comparable to surrounding buildings in mass and scale. The Holiday Inn and Hilton Garden Inn are both five stories and the Dixie Center is a large building in its mass. We feel that the Hyatt Place will fit with the neighboring properties.

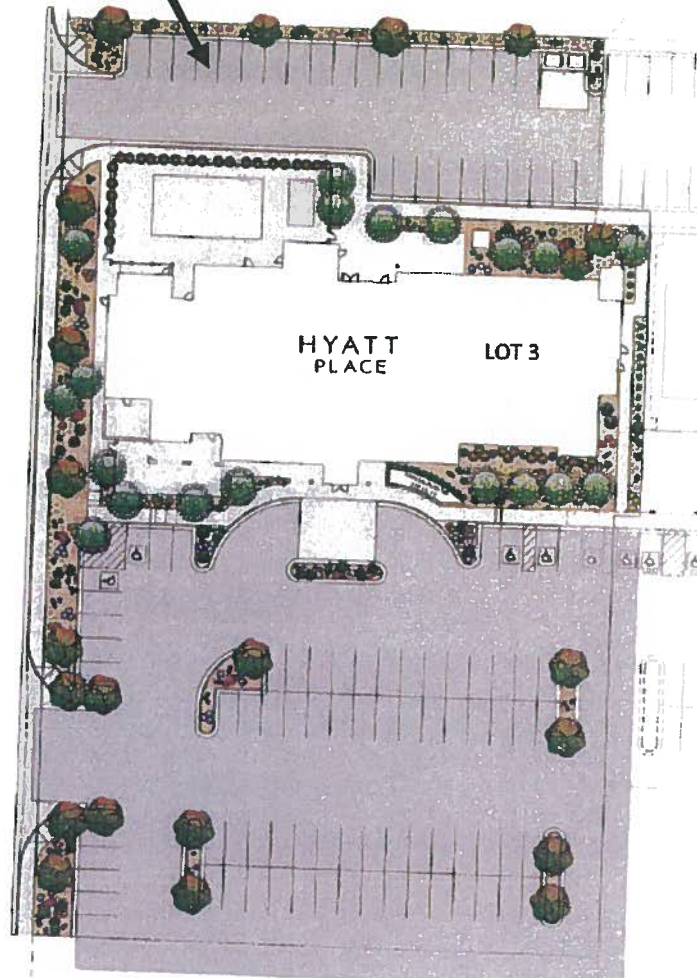
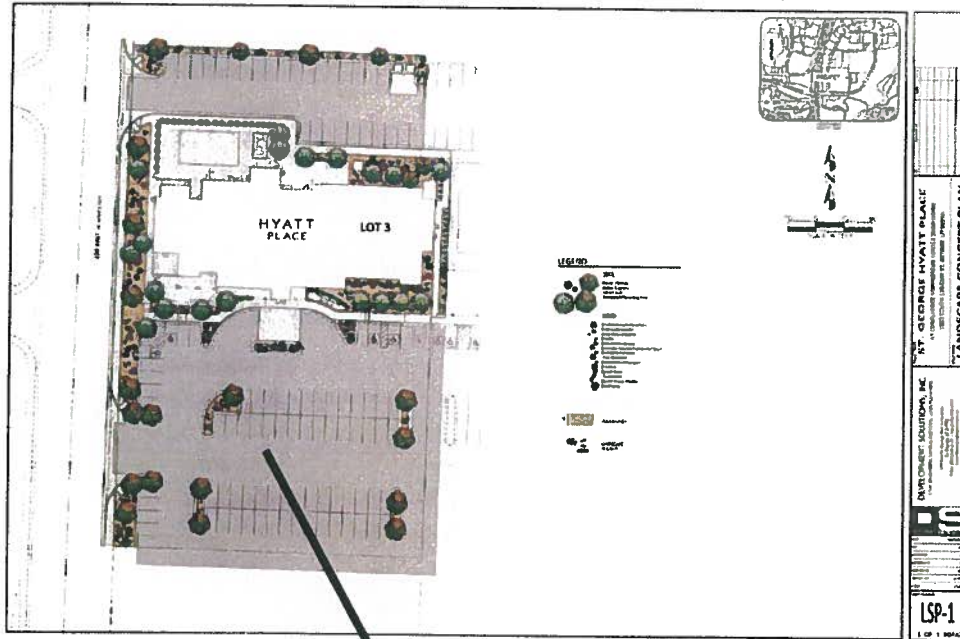
Should you have any questions or concerns please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Matt Hansen", with a long horizontal flourish extending to the right.

Matt Hansen
Project Manager

Site Plan



Elevations



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Q

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61 GEORGE HYATT PLACE
LOS ANGELES 125 5253
61 GEORGE HYATT PLACE

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Rendering



**ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
MARCH 3, 2016, 5:00 P.M.
CITY COUNCIL CHAMBERS**

PRESENT:

**Mayor Jon Pike
Councilmember Jimmie Hughes
Councilmember Michele Randall
Councilmember Ed Baca
City Manager Gary Esplin
City Attorney Shawn Guzman
City Recorder Christina Fernandez**

EXCUSED:

**Councilmember Joe Bowcutt
Councilmember Bette Arial**

OPENING:

Mayor Pike called the meeting to order and welcomed all in attendance. The Pledge of Allegiance to the Flag was led by City Attorney Shawn Guzman and the invocation was offered By Carmella Fitzpatrick with the Unity Center for Positive Living.

Mayor Pike mentioned that the Dixie Elks Lodge recently donated a check for \$8,000 to the All Abilities Park so that 320 disabled children can have their handprints at the Park.

Mayor Pike asked the University of Utah Master's Social Work Program students to come forward.

The students introduced themselves and explained that they are in the Distance Program. One of the students explained that the program is a 2-year program with an emphasis on mental health.

Mayor Pike mentioned that Councilmembers Arial and Bowcutt are out of town as they are heading to Washington, DC for a national convention. Since a unanimous vote will be required, staff contacted some of the applicants who have rescheduled their item.

COMMENTS FROM THE PUBLIC:

Resident Mark Woodbury mentioned that on January 29, he sent an appeal to the Review Board. He read his letter which stated that when he tried to opt out, the website was not available. The Review Board denied his appeal. He mentioned notices on the bottom of the utility bills – he did not see a notice about the recycling program.

Mayor Pike showed Mr. Woodbury a sample of the envelope and the back of the utility bill which showed the notice of the recycling program and the opt out period being September 2, 2015 – October 31, 2015. He asked Mr. Woodbury to look at the bills for August and September to see if the notice was on the back. If the board missed something, he suggests the appeal be reconsidered. He outlined the advertisements regarding the recycling program and explained that the reason for the recycling program is to lengthen the life of the landfill. Glass cannot be put in the BluCan; however, they can still be recycled using the binnies. The binnies at Harmon's were recently removed and Lins removed them before the BluCan program started.

City Manager Gary Esplin advised that items 2K and 2L will be removed from tonight's agenda.

AWARD OF BID:

Consider award of bid for the Biosolids roof replacement project.

5 City Manager Gary Esplin reminded the Council that the roof collapsed at the Wastewater
6 Treatment Plant. Only one bid was received.
7

8 Purchasing Manager Connie Hood advised the bid was from Hughes General Contractors in
9 the amount of \$288,100. Some of the contractors called to say they didn't respond
10 because they are too busy at this time.
11

12 **MOTION:** A motion was made by Councilmember Randall to approve the contract
13 with Hughes Contracting for the Biosolids roof in the amount of \$288,100.

14 **SECOND:** The motion was seconded by Councilmember Baca.

15 **VOTE:** Mayor Pike called for a vote, as follows:
16

17 Councilmember Hughes – aye

18 Councilmember Randall - aye

19 Councilmember Baca – aye
20

21 The vote was unanimous and the motion carried.
22

23 **PROFESSIONAL SERVICES CONTRACT:**

24 **Consider approval of a professional services contract with Bowen Collin &**
25 **Associates for the Commerce Drive Road project.**
26

27 City Manager Gary Esplin explained the professional services contract is for Commerce
28 Drive. The Council previously discussed connecting Little Valley to Commerce Drive
29 across the Ft. Pierce Wash. This is a critical part of the transportation plan. The contract
30 would be for Bowen Collins to design the roadway and culvert crossing.
31

32 Purchasing Manager Connie Hood advised the amount of the contract is \$130,244.
33

34 **MOTION:** A motion was made by Councilmember Hughes to award the contract to
35 Bowen Collins in the amount of \$130,244.

36 **SECOND:** The motion was seconded by Councilmember Randall.

37 **VOTE:** Mayor Pike called for a vote, as follows:
38

39 Councilmember Hughes – aye

40 Councilmember Randall - aye

41 Councilmember Baca – aye
42

43 The vote was unanimous and the motion carried.
44

45 **AWARD OF BID:**

46 **Consider award of bid for testing, water sampling and reports for remediation of**
47 **Wastewater Treatment Plant tank.**
48

49 City Manager Gary Esplin stated this contract is for the remediation of the Wastewater
50 Treatment Plant tank. He explained that Stantec will be providing the services and is
51 required under the state program.
52

53 Purchasing Manager Connie Hood advised the amount is not to exceed \$38,150.
54

55 **MOTION:** A motion was made by Councilmember Hughes to award the bid for the
56 water sampling testing to Stantec, not to exceed \$38,150.

57 **SECOND:** The motion was seconded by Councilmember Baca.

58 **VOTE:** Mayor Pike called for a vote, as follows:
59
60

5 Councilmember Hughes – aye
6 Councilmember Randall - aye
7 Councilmember Baca – aye
8

9 The vote was unanimous and the motion carried.
10

11 **AWARD OF BID:**

12 **Consider award of bid for furniture for the Energy Services Control building.**
13

14 City Manager Gary Esplin explained the furniture is for the new Energy Services control
15 building. Only one bid was received.
16

17 Purchasing Manager Connie Hood explained this is a custom design; staff looked for
18 vendors who can supply this and only found two. The amount for the modular furniture
19 and installation is \$43,925.60. Additionally, Southern Utah Office Machines & Supplies will
20 be providing items that are not custom. The total cost for all items \$66,051.66.
21

22 **MOTION:** A motion was made by Councilmember Randall to approve the bid for
23 furniture and the fixtures to Right Line and Southern Utah Office Machines
24 & Supplies in the amount of \$66,051.66

25 **SECOND:** The motion was seconded by Councilmember Baca.

26 **VOTE:** Mayor Pike called for a vote, as follows:
27

28 Councilmember Hughes – aye
29 Councilmember Randall - aye
30 Councilmember Baca – aye
31

32 The vote was unanimous and the motion carried.
33

34 **AWARD OF BID:**

35 **Consider award of bid for traffic signal construction at Dixie Drive and 1600**
36 **South.**
37

38 City Manager Gary Esplin advised this bid is for installation of the traffic signal at Dixie
39 Drive and 1600 South. This will be the connection to Plantations Drive as well as the
40 connection with the Cemetery and the All Abilities Park. The low bid was \$106,922.05.
41

42 Purchasing Manager Connie Hood stated the low bidder was Interstate Rock Products.
43

44 **MOTION:** A motion was made by Councilmember Hughes to award the bid to
45 Interstate Rock Products for the traffic signal at Dixie Drive and 1600
46 South in the amount of \$106,922.05.

47 **SECOND:** The motion was seconded by Councilmember Baca.

48 **VOTE:** Mayor Pike called for a vote, as follows:
49

50 Councilmember Hughes – aye
51 Councilmember Randall - aye
52 Councilmember Baca – aye
53

54 The vote was unanimous and the motion carried.
55

56 **AWARD OF BID:**

57 **Consider award of bid for the City Commons Building re-roofing project.**
58

59 City Manager Gary Esplin explained this item is included in the current budget.

5 Purchasing Manager Connie Hood advised three formal bids received; Heritage Roofing
6 was the low bidder at \$112,734.
7

8 **MOTION:** A motion was made by Councilmember Randall to approve the bid for the
9 re-roofing of the City Commons building to Heritage Roofing in the amount
10 of \$112,734.

11 **SECOND:** The motion was seconded by Councilmember Hughes.

12 **VOTE:** Mayor Pike called for a vote, as follows:
13

14 Councilmember Hughes – aye

15 Councilmember Randall - aye

16 Councilmember Baca – aye
17

18 The vote was unanimous and the motion carried.
19

20 Councilmember Jimmie Hughes noted the other bids were quite a bit higher.
21

22 **AWARD OF BID:**

23 **Consider award of bid for the River Road/Ft. Pierce Bridge and roadway**
24 **widening project.**
25

26 City Manager Gary Esplin stated that the next three items are for the River Road project
27 and are included in the current budget.
28

29 Purchasing Manager Connie Hood advised that Interstate Rock Products was the low
30 bidder at \$2,891,673.30. There were quite a few bidders, some of which were really close.
31

32 Mayor Pike read what is included in the project as follows: installation of a new bridge,
33 roadway widening that includes curb and gutter, sidewalk, drainage structures and pipe
34 and a traffic signal at River Road and Horseman Park Drive.
35

36 Purchasing Manager Connie Hood explained that the engineers estimate was \$3,703,775.
37

38 **MOTION:** A motion was made by Councilmember Randall to award the bid to
39 Interstate Rock Products to complete the River Road/Ft. Pierce Bridge and
40 roadway project in the amount of \$2,891,673.30.

41 **SECOND:** The motion was seconded by Councilmember Baca.

42 **VOTE:** Mayor Pike called for a vote, as follows:
43

44 Councilmember Hughes – aye

45 Councilmember Randall - aye

46 Councilmember Baca – aye
47

48 The vote was unanimous and the motion carried.
49

50 **AWARD OF CONTRACT:**

51 **Consider award of contract for construction management services for the River**
52 **Road/Ft. Pierce Bridge and roadway widening project.**
53

54 City Manager Gary Esplin explained this contract is for the construction management
55 services. The recommendation is to use Jviation who did the design work.
56

57 Purchasing Manager Connie Hood advised the amount of the contract is \$234,600.
58

5 **MOTION:** A motion was made by Councilmember Hughes to approve the construction
6 management services for the River Road/Ft. Pierce Bridge and roadway
7 widening project with Jviation in the amount of \$234,600.

8 **SECOND:** The motion was seconded by Councilmember Baca.
9

10 Mayor Pike mentioned that the item it also includes public outreach so residents know
11 what is going on.
12

13 **VOTE:** Mayor Pike called for a vote, as follows:
14

15 Councilmember Hughes – aye
16 Councilmember Randall - aye
17 Councilmember Baca – aye
18

19 The vote was unanimous and the motion carried.
20

21 **AWARD OF BID:**

22 **Consider award of contract for testing services for the River Road/Ft. Pierce**
23 **Bridge and roadway widening project.**
24

25 City Manager Gary Esplin stated part of the project is testing of the material being put in.
26 It is recommended to award the contract to Landmark.
27

28 Purchasing Manager Connie Hood advised the amount of the contract is \$25,325.
29

30 **MOTION:** A motion was made by Councilmember Hughes to award the testing
31 contract to Landmark Testing and Engineering in the amount of \$25,325.

32 **SECOND:** The motion was seconded by Councilmember Randall.

33 **VOTE:** Mayor Pike called for a vote, as follows:
34

35 Councilmember Hughes – aye
36 Councilmember Randall - aye
37 Councilmember Baca – aye
38

39 The vote was unanimous and the motion carried.
40

41 **AWARD OF BID:**

42 **Consider award of bid for Millcreek Park.**
43

44 City Manager Gary Esplin explained the City has been waiting on federal approval to build
45 the park. The project is included in the current budget.

46 Purchasing Manager Connie Hood mentioned who the other bidders were. The low bidder
47 was JP Excavating at \$609,081.54
48

49 **MOTION:** A motion was made by Councilmember Randall to approve the bid JP
50 Excavating for Millcreek Park in the amount of \$609,081.54.

51 **SECOND:** The motion was seconded by Councilmember Baca.

52 **VOTE:** Mayor Pike called for a vote, as follows:
53

54 Councilmember Hughes – aye
55 Councilmember Randall - aye
56 Councilmember Baca – aye
57

58 The vote was unanimous and the motion carried.

5 **AWARD OF BID:**

6 **Consider award of bid for the All Abilities Park treehouse and fort.**
7

8 City Manager Gary Esplin explained that the next two items are for the All Abilities Park
9 and should be subject to the City Manager seeing that the funds are within the approved
10 budget.
11

12 Parks Planner Mark Goble showed a map of the park and where the treehouse and fort will
13 be located. There are two openings in the volcano where visitors will be able to access
14 the playground. He then showed photos of the structures included in the proposal. The
15 fort has a stainless steel slide because plastic slides interfere with cochlear implants. He
16 then showed a spreadsheet outlining the RFP Rating. Staff's recommendation is award
17 the bid to Great Western.
18

19 Mayor Pike mentioned that although fundraising efforts are going well, there is still a need
20 for additional donations.
21

22 **MOTION:** A motion was made by Councilmember Randall to award the bid to Great
23 Western Park and Playground for the All Abilities Park treehouse and fort in
24 the amount of \$229,975, subject to the City Manager making sure the
25 funds are within the proposed budget.

26 **SECOND:** The motion was seconded by Councilmember Baca.

27 **VOTE:** Mayor Pike called for a vote, as follows:
28

29 Councilmember Hughes – aye

30 Councilmember Randall - aye

31 Councilmember Baca – aye
32

33 The vote was unanimous and the motion carried.
34

35 **AWARD OF BID:**

36 **Consider award of bid for the All Abilities Park playground; playground surfacing.**
37

38 Parks Planner Mark Goble presented a PowerPoint presentation covering the following
39 topics: Playground Surfacing; Surfaceplay/Nottsport Surfacing; Surfaceplay/Nottsport
40 Surfacing Silkwood Park 2015; Surfaceplay/Nottsport Surfacing Silkwood Park 2016;
41 Surfaceplay/Nottsport Surfacing Lifecycle Comparison; and RFP Rating.
42

43 **MOTION:** A motion was made by Councilmember Hughes to approve the bid for the
44 All Abilities Park playground surfacing to Sontagg Recreation in the amount
45 of \$249,866.40.

46 **SECOND:** The motion was seconded by Councilmember Baca.

47 **VOTE:** Mayor Pike called for a vote, as follows:
48

49 Councilmember Hughes – aye

50 Councilmember Randall - aye

51 Councilmember Baca – aye
52

53 The vote was unanimous and the motion carried.
54

55 City Manager Gary Esplin mentioned that the 450 North project will be rescheduled at the
56 request of the applicant. It was going to be heard tonight; however, the applicant chose
57 to wait since there were only three Councilmembers present.
58
59

5 **BOND RESOLUTION:**

6 **Consideration for adoption of a resolution of the City Council of the City of St.**
7 **George City, Utah, authorizing the issuance and sale of not more than**
8 **\$65,000,000 aggregate principal amount of electric revenue refunding bonds,**
9 **Series 2016 and related matters.**

10
11 City Manager Gary Esplin advised the Council approved electric revenue refunding bond at
12 \$51 million recently. There are two bonds for the Millcreek Generation Plant. Direct
13 Placement bonds can be refunded if the market holds. The market lost ground in the past
14 two weeks; but still in a good spot. The bond is higher because the City may have to
15 provide a debt reserve fund. Additional bonds are not being issued. The City may be able
16 to obtain bond insurance, if that is successful, the debt reserve fund will not be necessary.
17

18 **MOTION:** A motion was made by Councilmember Hughes to approve the resolution
19 refunding the bonds not more than \$65,000,000 for the electric revenue
20 bonds.

21 **SECOND:** The motion was seconded by Councilmember Baca.

22 **VOTE:** Mayor Pike called for a roll call vote, as follows:
23

24 Councilmember Hughes – aye

25 Councilmember Randall - aye

26 Councilmember Baca – aye
27

28 The vote was unanimous and the motion carried.
29

30 **ADJOURN TO THE NEIGHBORHOOD REDEVELOPMENT AGENCY MEETING:**

31 **MOTION:** A motion was made by Councilmember Baca to adjourn to the
32 Neighborhood Redevelopment Agency meeting.

33 **SECOND:** The motion was seconded by Councilmember Randall.

34 **VOTE:** Mayor Pike called for a vote, as follows:
35

36 Councilmember Hughes – aye

37 Councilmember Randall - aye

38 Councilmember Baca – aye
39

40 The vote was unanimous and the motion carried.
41

42 The City Council meeting reconvened after the Neighborhood Redevelopment Agency
43 meeting.
44

45 **ADOPT THE CENTRAL BUSINESS DISTRICT COMMUNITY DEVELOPMENT PROJECT AREA**
46 **PLAN/ORDINANCE:**

47 **Consider approval of an ordinance adopting the Central Business District**
48 **Community Development Project Area Plan, as approved by the Redevelopment**
49 **Agency of the City of St. George, as the official Community Development Project**
50 **Area Plan, and directing that notice be given.**
51

52 **MOTION:** A motion was made by Councilmember Randall to approve an ordinance
53 adopting the Central Business District Community Development Project
54 Area Plan.

55 **SECOND:** The motion was seconded by Councilmember Baca.

56 **VOTE:** Mayor Pike called for a roll call vote, as follows:
57

58 Councilmember Hughes – aye

59 Councilmember Randall - aye

5 Councilmember Baca – aye

6
7 The vote was unanimous and the motion carried.
8

9 **ADOPT THE MILLCREEK COMMUNITY DEVELOPMENT PROJECT AREA PLAN/ORDINANCE:**

10 **Consider approval of an ordinance adopting the Millcreek Community**
11 **Development Project Area Plan, as approved by the Redevelopment Agency of**
12 **the City of St. George, as the official Community Development Project Area Plan,**
13 **and directing that notice be given.**
14

15 **MOTION:** A motion was made by Councilmember Hughes to approve an ordinance
16 adopting the Millcreek Community Development Project Area Plan.

17 **SECOND:** The motion was seconded by Councilmember Baca.

18 **VOTE:** Mayor Pike called for a roll call vote, as follows:
19

20 Councilmember Hughes – aye

21 Councilmember Randall - aye

22 Councilmember Baca – aye
23

24 The vote was unanimous and the motion carried.
25

26 City Attorney Shawn Guzman noted that both of the ordinances included direction that
27 notice be given.
28

29 **SET PUBLIC HEARINGS:**

30 Planner Ray Snyder stated that at their meeting held on February 23, 2016, the Planning
31 Commission recommended setting public hearings on March 17, 2016 to consider: 1) A
32 request to rezone approximately 12.36 acres generally located at 3025 South River Road
33 from Open Space, R-1-10 and A-1 to Planned Development Commercial; 2) A request to
34 amend the Planned Development Commercial on approximately 1.5 acres generally
35 located at the northwest corner of River Road South and 1450 South Street to develop a
36 Rite Aid Pharmacy; and 3) A request to amend the Hidden Valley Master Plan for a 4.77
37 acre commercial neighborhood development at the corner of Brigham Road and Desert
38 Hills Drive.
39

40 **MOTION:** A motion was made by Councilmember Randall to set the public hearings
41 for March 17, 2016.
42

43 Councilmember Baca commented that it is important to have the master sign plan on the
44 agenda.
45

46 **SECOND:** The motion was seconded by Councilmember Baca.

47 **VOTE:** Mayor Pike called for a vote, as follows:
48

49 Councilmember Hughes – aye

50 Councilmember Randall - aye

51 Councilmember Baca – aye
52

53 The vote was unanimous and the motion carried.
54

55 **CONDITIONAL USE PERMIT:**

56 **Consider approval of a conditional use permit to construct a detached accessory**
57 **structure 18' in height on property located at 2556 East 2300 South Circle.**
58 **Dustin Dell, applicant.**
59
60

5 Planner Ray Snyder presented a PowerPoint presentation covering the following topics:
6 reason for request; vicinity aerial map; site aerial map; photos – google maps; elevations;
7 site plan; foot print and floor plan. He reviewed staff comments and the ordinance
8 pertaining to residential accessory buildings. As part of the building permit process, the
9 JUC will have to provide written approval. The property is an interior lot with frontage and
10 access on 2300 South. According to the applicant, the garage will be for personal ATV,
11 auto and RV storage. The proposed height is 18' and will constructed of materials similar
12 to the home. No home occupation permit may be given for any business in the work shop
13 or garage area. He then mentioned the findings of the Conditional Use Permit most of
14 which are not applicable. The Planning Commission recommended approval.
15

16 **MOTION:** A motion was made by Councilmember Hughes to approve the conditional
17 use permit to construct a detached accessory structure 18' in height to
18 include the conditions from staff including JUC approval.

19 **SECOND:** The motion was seconded by Councilmember Baca.

20 **VOTE:** Mayor Pike called for a vote, as follows:
21

22 Councilmember Hughes – aye

23 Councilmember Randall - aye

24 Councilmember Baca – aye
25

26 The vote was unanimous and the motion carried.
27

28 **CONDITIONAL USE PERMIT:**

29 **Consider approval of a conditional use permit to manage and operate a tattoo**
30 **shop on property located at 987 South Bluff Street, Suite E. Matt Pehrson,**
31 **applicant.**
32

33 Planning & Zoning Manager John Willis presented a PowerPoint presentation covering the
34 following topics: aerial map; current zoning map; photo of the existing building; floor
35 plan; sample of the applicant's work. According to the applicant, three tattoo artists will
36 be at the business which will be open from 12:00 – 8:00 p.m. Tuesday through Saturday.
37 The Planning Commission recommended approving with the following conditions: 1) No
38 smoke shop items shall be sold on the premises; and 2) Must obtain a city business
39 license and applicable health and state licenses. Tattoo parlors are not permitted in
40 Commercial zones unless a Conditional Use Permit is approved; they are permitted in M-1
41 zones.
42

43 **MOTION:** A motion was made by Councilmember Hughes to approve the conditional
44 use permit for the Zion Tattoo Parlor in a C-3 zone.

45 **SECOND:** The motion was seconded by Councilmember Randall.

46 **VOTE:** Mayor Pike called for a vote, as follows:
47

48 Councilmember Hughes – aye

49 Councilmember Randall - aye

50 Councilmember Baca – aye
51

52 The vote was unanimous and the motion carried.
53

54 **EASEMENT VACATION/LOT LINE ADJUSTMENT:**

55 Assistant Public Works Director Wes Jenkins presented the request for a lot line
56 adjustment on property located on the south side of Riverside Drive at approximately
57 2050 East; zoning is C-3. The purpose of the adjustment is to accommodate the
58 construction of several commercial buildings. He showed maps of the proposed lot line
59 adjustment.
60

5 **MOTION:** A motion was made by Councilmember Randall to approve the easement
6 vacation/lot line adjustment on the commercial property located at 2050
7 East and Riverside Drive.

8 **SECOND:** The motion was seconded by Councilmember Baca.

9 **VOTE:** Mayor Pike called for a vote, as follows:

10
11 Councilmember Hughes – aye

12 Councilmember Randall – aye

13 Councilmember Baca – aye
14

15 The vote was unanimous and the motion carried.
16

17 **AMENDED PRELIMINARY PLAT:**

18 Assistant Public Works Director Wes Jenkins presented the amended preliminary plat for
19 Blackberry Court Phase 3 Amended, a 3-lot residential subdivision located along
20 Blackberry Circle at approximately 750 North at approximately 1150 West; zoning is R-1-
21 10. He showed the plat and explained that the developer believes the cul-de-sac needs to
22 extend further to the west which extended the westerly property line further to the west.
23 The applicant also owns the adjacent property.
24

25 **MOTION:** A motion was made by Councilmember Hughes to approve the amended
26 preliminary plat for Blackberry Court Phase 3.

27 **SECOND:** The motion was seconded by Councilmember Randall.

28 **VOTE:** Mayor Pike called for a vote, as follows:
29

30 Councilmember Hughes – aye

31 Councilmember Randall – aye

32 Councilmember Baca – aye
33

34 The vote was unanimous and the motion carried.
35

36 **PRELIMINARY PLAT:**

37 Assistant Public Works Director Wes Jenkins presented the preliminary plat for Desert
38 Heights, a 51-lot residential subdivision located along the west side of Desert Edge Drive,
39 north of Broken Mesa Drive and south of Rimrunner Drive; zoning is R-1-10. None of the
40 roads extend to future development since there is a grade change. The developer would
41 provide access from Rim Runner and at Broken Mesa Drive. Additionally, they are
42 requesting lot size averaging as some of the lots will be below 10,000 sq. ft.
43

44 **MOTION:** A motion was made by Councilmember Hughes to approve the preliminary
45 plat for Desert Heights.

46 **SECOND:** The motion was seconded by Councilmember Baca.

47 **VOTE:** Mayor Pike called for a vote, as follows:
48

49 Councilmember Hughes – aye

50 Councilmember Randall – aye

51 Councilmember Baca – aye
52

53 The vote was unanimous and the motion carried.
54

55 **PRELIMINARY PLAT:**

56 Assistant Public Works Director Wes Jenkins presented the preliminary plat for Maple
57 Estates, a 15-lot residential subdivision located at 3000 East and 3580 South; zoning is R-
58 1-10. He showed and reviewed the plat. The developer is proposing lot size averaging.
59 Since lot 1 will be a double fronting lot along 3000 East, it will require a landscape strips
60

5 and privacy wall along 3000 East. There are a couple of drainage areas the developer will
6 need to route to around the development into a road to protect the homes.
7

8 **MOTION:** A motion was made by Councilmember Randall to approve the preliminary
9 plat for Maple Estates.

10 **SECOND:** The motion was seconded by Councilmember Hughes.

11 **VOTE:** Mayor Pike called for a vote, as follows:
12

13 Councilmember Hughes – aye

14 Councilmember Randall - aye

15 Councilmember Baca – aye
16

17 The vote was unanimous and the motion carried.
18

19 **APPOINTMENT:**

20 Mayor Pike recommended appointing Larry Stevens to the Sign Review Board.
21

22 **MOTION:** A motion was made by Councilmember Randall to appoint Larry Stevens to
23 the Sign Review Board.

24 **SECOND:** The motion was seconded by Councilmember Hughes.

25 **VOTE:** Mayor Pike called for a vote, as follows:
26

27 Councilmember Hughes – aye

28 Councilmember Randall - aye

29 Councilmember Baca – aye
30

31 The vote was unanimous and the motion carried.
32

33 Mayor Pike commented that January was a great month in terms of water; however, February
34 wasn't so good.
35

36 **ADJOURN TO CLOSED SESSION:**

37 **MOTION:** A motion was made by Councilmember Randall to discuss litigation.

38 **SECOND:** The motion was seconded by Councilmember Hughes.

39 **VOTE:** Mayor Pike called for a vote, as follows:
40

41 Councilmember Hughes – aye

42 Councilmember Randall - aye

43 Councilmember Baca – aye
44

45 The vote was unanimous and the motion carried.
46

47 **RECONVENE AND ADJOURN:**

48 **MOTION:** A motion was made by Councilmember Randall to reconvene and adjourn.

49 **SECOND:** The motion was seconded by Councilmember Baca.

50 **VOTE:** Mayor Pike called for a vote, as follows:
51

52 Councilmember Hughes – aye

53 Councilmember Randall - aye

54 Councilmember Baca – aye
55

56 The vote was unanimous and the motion carried.
57

1 **ST. GEORGE CITY COUNCIL MINUTES**
2 **REGULAR MEETING**
3 **MARCH 17, 2016, 5:00 P.M.**
4 **CITY COUNCIL CHAMBERS**

5
6 **PRESENT:**

7 **Mayor Jon Pike**
8 **Councilmember Jimmie Hughes**
9 **Councilmember Michele Randall**
10 **Councilmember Joe Bowcutt**
11 **Councilmember Bette Arial**
12 **Councilmember Ed Baca**
13 **City Manager Gary Esplin**
14 **Deputy City Attorney Paula Houston**
15 **City Recorder Christina Fernandez**

16
17 **OPENING:**

18 Mayor Pike called the meeting to order and welcomed all in attendance. The Pledge
19 of Allegiance to the Flag was led by Keith Bozeman and the invocation was offered by
20 Rabbi Helene Ainbinder with the Congregation Beit Chaverim.

21
22 Mayor Pike mentioned a gift received from DXATC; the closing for the property they
23 purchased at the Ridgetop Complex took place yesterday. He read a message from
24 Kelle Stephens, campus president. He then read a proclamation proclaiming
25 Saturday, March 19, 2016 as Scouting for Food Day.

26
27 John Kessler, Chairman of the Arts Commission, introduced members of the
28 Commission who are present. This year the Arts Commission is presenting the
29 Excellence in the Arts Award to Farron Holt and Gary Caldwell.

30
31 Rob Schmitt presented a video showing Farron Holt's contribution to the arts
32 community. Following the video, JJ Abernathy presented a PowerPoint outlining Gary
33 Caldwell's contribution to the arts community.

34
35 **PUBLIC HEARING/ZONE CHANGE/ORDINANCE:**

36 **Public hearing to consider a zone change request to rezone approximately**
37 **12.36 acres generally located at 3025 South River Road from Open Space,**
38 **R-1-10 and Agriculture to Planned Development Commercial. Dixie**
39 **Power, applicant.**

40
41 Planner Ray Snyder presented the request for a zone change to rezone
42 approximately 12.36 acres generally located at 3025 South River Road from Open
43 Space, R-1-10 and Agriculture to Planned Development Commercial. Originally,
44 the request was to rezone the property to Planned Development Administrative
45 Professional; however, it was agreed upon by the applicant to change that to
46 Planned Development Commercial. He presented a PowerPoint presentation
47 covering the following topics: a letter from Alpha Engineering; aerial map; general
48 plan map; zoning map; site plan; list of permitted uses; conceptual landscape
49 plan; 3D rendering; 2D elevations; and photos of the area. In 2004, the City
50 Council approved a conditional use permit to develop what is currently on the
51 property. On May 17, 2015, the City Council approved a General Plan amendment
52 to change the land use designation to Professional Office. The Planning
53

5 Commission recommends approval with the following suggested comments and
6 conditions:
7

- 8 • This zone change request for a PD-C zone is found to be compatible
9 with the underlying Professional Office General Plan Land Use
10 designation.
- 11 • It is recommended to approve this PD-C zone change as presented,
12 noting that the PD-C zone change is recommended because it will
13 be a "custom zone" and will be compatible with the Professional
14 Office Land Use designation. If the land were to be zoned a
15 commercial zone and if it were resold in the future, then it is
16 possible that unanticipated commercial development at the site
17 might result.
- 18 • The existing utility/power yard will remain.
- 19 • The existing substation will remain.
- 20 • The applicant has already had the five lots legally merged and
21 recorded with the County Recorder.
- 22 • The use list as submitted for the PD-C zone is recommended to be
23 approved.
- 24 • The building rendering and elevations are approved as presented.
- 25 • The site layout as presented is approved.
- 26 • The conceptual landscaping is recommended for approval and detail
27 plans shall be submitted to staff for review with the site plan review
28 application.
- 29 • The applicant shall submit an application for a site plan review
30 along with the required civil engineering plan sets.
31

32 Mayor Pike opened the public hearing. There being no comment, he closed the
33 public hearing.
34

35 **MOTION:** A motion was made by Councilmember Hughes to approve the zone change
36 from Open Space, R-1-10 and A-1 to PD-C with the conditions from staff
37 and the Planning Commission.

38 **SECOND:** The motion was seconded by Councilmember Bowcutt.

39 **VOTE:** Mayor Pike called for a roll call vote, as follows:
40

41 Councilmember Hughes – aye
42 Councilmember Randall - aye
43 Councilmember Bowcutt – aye
44 Councilmember Arial – aye
45 Councilmember Baca – aye
46

47 The vote was unanimous and the motion carried.
48

49 **PUBLIC HEARING/ZONE CHANGE/ORDINANCE:**

50 **Public hearing to consider a zone change request to rezone approximately**
51 **4.78 acres located on 450 North Street between 2480 East and 2720 East**
52 **from R-1-7 to Planned Development Residential. Dixie Endeavor, LLC,**
53 **applicant.**
54
55

5 Planning & Zoning Manager John Willis explained the Council denied this project on
6 December 3, 2015; however the ordinance allows the applicant to request
7 reconsideration if substantial change has been proposed. He read the
8 requirements as outlined in City Code 10-1-12 and the definition for substantial
9 change. The applicant has modified the original request.
10

11 Deputy City Attorney Paula Houston advised when voting, the Council needs to
12 make a decision on whether there was a substantial change.
13

14 Mr. Willis presented a PowerPoint covering the following: aerial map; zoning map;
15 general plan map; proposed site plan – Option A. The applicant proposed two
16 options to the Planning Commission. Option A, which was the preferred option,
17 proposes 38 two-story townhomes units with garages. The change made by the
18 applicant is to reduce the number of units by two and to extend the private road to
19 the exterior of the property. He reviewed the density and parking requirements,
20 showed the landscaping plan, presented the materials board and showed the
21 elevation. The Planning Commission spent quite a bit of time and they visited the
22 site. After considering both options, the Planning Commission recommended
23 Option A with comments and conditions as follows:
24

- 25 • The Planned Development Residential zone change is recommended
- 26 for approval for 38 townhomes on 4.78 acres as presented.
- 27 • The colored site plan, colored elevations, color and materials board
- 28 as presented.
- 29 • Buildings must meet setback and building separation requirements
- 30 for the PD zone.
- 31 • Garage size must be a minimum of 480 square feet in order to be
- 32 considered as meeting the parking standard.
- 33 • Building permits for construction must be obtained within eighteen
- 34 months or property will revert back to the previous zone.
- 35 • A solid fence, 6' in height, is required along property lines that are
- 36 adjacent to single family zones.
- 37 • Medium Density Residential designation provides a density range of
- 38 5 to 9 units per acre, which does not always indicate that 9 units
- 39 per acre is appropriate for every parcel of land.
40

41 Mr. Willis showed Option B and explained that Option A was chosen because
42 having the townhouses on the interior and the exterior road provides for a 61'
43 buffer opposed to having houses 10' from the property line. He compared the
44 original proposal to Option A and explained the modifications.
45

46 Dave Nasal, applicant, stated the project currently is about half of what was
47 originally presented. He presented an outline of the lots on the south side and
48 aerial maps. Regarding the concern on the proposed access at 450 North, because
49 it was too close to the cul-de-sac, it was moved. He feels that the additional
50 buffer and taking a unit from the backyard and will help mitigate a lot of the
51 concerns. They spent quite a bit of time with the Police Department who indicated
52 that the townhomes in that area do not have a higher propensity for crime than
53 anywhere else. He showed photos of 450 North and the area. The Public Works
54 Department has indicated that a traffic signal will be installed at 3050 East in the
55

5 near future. They have spoken with appraisers who would be happy to speak with
6 residents about property values. He has met with some residents in the area.
7

8 Mayor Pike opened the public hearing and explained there was a previous public
9 hearing pertaining to this project and that the Council will decide if the changes
10 were significant enough to take action at this time. He limited remarks to five
11 minutes each.
12

13 Melody Wittwer, resident, provided and read portions of a written statement to the
14 Council. She feels the proposal is substantially the same; therefore the applicant
15 should have waited a year. Shall not is a legal term meaning prohibitive, yet it
16 was before the Planning Commission. The repeated attempts are harassment
17 forcing them to come to the meetings over and over. They are here to argue that
18 this is not a substantial change; Mr. Nasal should be banned from repeatedly
19 proposing this zone change. Residents in the area did not choose to buy into a
20 townhome neighborhood. She asked the Council not take away their buffer from
21 the multi-family homes.
22

23 Baltazar Zamora, Jr, resident, stated that the developer's plan is to reduce the
24 dwellings by two. The road was changed; however, the neighbors are talking
25 about density - the proposed reduction is only 5%. He told Mr. Nasal about his
26 concerns; but it was not a sit down meeting, it was an unexpected one as Mr.
27 Nasal just showed up at his home. Because letters were not sent out on time, he
28 did not receive one so he was unable to prepare for the meetings. The 61' buffer
29 is not a 61' road. The suggestions made to change the road came from the
30 residents as they are trying to work with Mr. Nasal. They do not have a problem
31 with homes being 10' away; but the home has to be single story home or the
32 distance increases. He has waited 20 years to live in a home - he wants to fight
33 for his home. Their livelihood is worth more than money. He asked the Council to
34 deny the request at it would be detrimental to the neighborhood.
35

36 Jeremy Robinson, resident, stated that he agrees with his neighbors. He feels the
37 change is not substantial enough and asked the Council not to hastily make a
38 decision. There has not been enough thought in making this property a valuable
39 piece of property. He would like to see the property develop it into something safe
40 and to build onto the community that already exists.
41

42 Roland Clifford Turnbow, resident, explained that he appreciated the responsibility
43 of the Council making it a rich environment for everyone. There were two
44 proposals presented, one with single family homes adjacent to the properties 2480
45 East, the other was the proposal in December. He asked the Council to look at the
46 previous proposal. There is a serious flaw in providing an egress and ingress of
47 traffic into the development. The proposal was to extend the road further east;
48 however, 75% of the residents in the area would only have one access. He stated
49 there would be serious problems as emergency vehicles would not be able to
50 access. Additionally, he asked that the Council maintain the integrity of the area.
51 On the north side, there will be nothing but sidewalks and rock. The available for
52 parking for those residents, there are only 13 stalls for 75% of their residents. He
53 asked how they will accommodate visitors. Neighbors are not opposed to growth,
54 but they want to maintain the integrity of their neighborhood.
55

5 Pete Mackitis, resident, presented and compared the maps of the current and
6 previous proposal. He stated what the maps do not show a significant change.
7 Neighbors have given up; they have put their faith in the Council to make the right
8 decision. He asked if approved, how the proposal is going to improve their quality
9 of life.

10
11 Kendrick Rogers, representative for High Point Homes, stated that they are
12 building homes across the street to the South. They will install a wall along 450
13 North as well as improve their portion of the road. He believes this is a worthy
14 thought out project and feels the proposed buffer is good.

15
16 Barbara Turnbow, resident, commented that they live there, Mr. Rogers doesn't.
17 They are there to raise families. Fifteen years ago, they were told that would all
18 be single homes; there are apartments all around them. The area should be
19 secluded to make it safe for children.

20
21 Mr. Nasal commented that looking at the zoning map, the condos to the north
22 were built in the early to mid 80's and the mobile home park is older than most of
23 the homes. If neighbors do not want to interact with the community, they would
24 not have to. At the Planning Commission, neighbors made a 3rd proposal that
25 included townhomes and a couple of cul-de-sacs. Early in the process, he met
26 with Mr. Mackitis; however, he was invited to neighborhood meetings on short
27 notice, others he was not invited to. The landscape will be professionally managed
28 by Paul Properties. He explained that they would have to meet code pertaining to
29 emergency vehicle access and showed the access road. The driveways will be long
30 enough that visitors can park in them. The proposed plan does not have access
31 other than 450 North or 2720 East.

32
33 Mayor Pike closed the public hearing.

34
35 Councilmember Baca asked to hear from the Fire Department regarding
36 emergency access.

37
38 City Manager Gary Esplin advised the ordinance requires two accesses which the
39 proposal does. They will have to provide an adequate turn around and width in
40 order to accommodate emergency vehicles. He understands the concerns
41 regarding traffic; however next year's budget will include funds to finish 450 North
42 to 3050 East which will increase traffic.

43
44 Councilmember Baca stated that from previous presentations, the current proposal
45 appears to be a very significant change. He understands the concerns expressed
46 and is sensitive of the issues. As he drives around there, the proposal seems to be
47 compatible with the area.

48
49 Deputy City Attorney Paula Houston explained that staff required moving the road.

50
51 Councilmember Hughes commented that he listened to the residents and
52 understands their concerns. He looks at the proposal and sees it as its own
53 neighborhood; it is compatible with the area.
54
55

5 Mayor Pike explained the changes include the reduction of two units, the change
6 with interior road and the change in the entrance.
7

8 **MOTION:** A motion was made by Councilmember Bowcutt, stating that he
9 believes a substantial change was made from the original proposal,
10 to approve the zone change to rezone approximately 4.78 acres
11 located on 450 North Street between 2480 East and 2720 East from
12 R-1-7 to Planned Development Residential subject to the report
13 from staff.

14 **SECOND:** The motion was seconded by Councilmember Randall.

15 **VOTE:** Mayor Pike called for a roll call vote, as follows:
16

17 Councilmember Hughes – aye
18 Councilmember Randall – aye
19 Councilmember Bowcutt – aye
20 Councilmember Arial – nay
21 Councilmember Baca – aye
22

23 The motion carried.
24

25 Mayor Pike called for a short recess.
26

27 Mayor Pro Tem Hughes mentioned that Mayor Pike had to leave for a bit.
28

29 **PUBLIC HEARING/ZONE CHANGE AMENDMENT/ORDINANCE:**

30 **Public hearing to consider a zone change amendment to amend the**
31 **Planned Development Commercial zone on approximately 1.5 acres**
32 **generally located at the northwest corner of River Road South and 1450**
33 **South Street to develop a Rite Aid Pharmacy and to approve a Master Sign**
34 **Plan for a single tenant. Rite Aid, applicant.**
35

36 City Manager Gary Esplin explained the entire Planned Development zone would
37 require a Master Sign Plan for the signage, which was turned in today; therefore
38 the Planning Commission did not have that when considering the request. He
39 spoke with the applicant who agreed that the hearing should move forward. Any
40 signage would have to be approved based on the Master Plan done for the PD
41 zone.
42

43 Deputy City Attorney Paula Houston advised the Master Sign Plan would be taken
44 out because there is a limit on the number of signs a PD zone can have.
45

46 Planner Ray Snyder commented that the applicant submitted a zone change to
47 build the Rite Aid and then a separate request for a Master Sign Plan just for this
48 property. This afternoon he received a conceptual plan for the signs for the entire
49 site. It would require coming back with a zone change amendment for the entire
50 project. The proposed use is already included in the PD. The overall PD was
51 approved for the entire site; now each project is coming in with specific details.
52

53 City Manager Gary Esplin recommended not allowing the project to be approved
54 piece by piece; rather to have a Master Sign Plan for the entire site.
55

5 The Council agreed.
6

7 Mr. Snyder read a summary of the request and presented a PowerPoint
8 presentation covering the following: uses; aerial view of the area; preliminary
9 plat; general plan map; zoning map; floodway map; floodway and erosion hazard
10 boundary map; 100 year flood map; site plan; conceptual landscape plan;
11 renderings; and 2D building elevations.
12

13 Mayor Pro Tem Hughes opened the public hearing.
14

15 Steven Sheffield expressed that he is in favor of the project. Regarding the signs,
16 the applicant is frustrated with not having the signs approved tonight. He
17 apologized for not submitting the sign plan yet and stated that since it is a PD on
18 its own, he hopes signage can be approved.
19

20 Mayor Pro Tem Hughes closed the public hearing.
21

22 **MOTION:** A motion was made by Councilmember Arial to approve the ordinance
23 amending the Planned Development Commercial zone on approximately
24 1.5 acres generally located at the northwest corner of River Road South at
25 1450 South to develop a Rite Aid Pharmacy.
26

27 Councilmember Baca clarified that Mr. Sheffield wanted signage approved, but that was
28 removed from the request.
29

30 Applicant Jonathan Power asked if the approval can include a sign.
31

32 City Manager Gary Esplin advised this is an amendment to the PD zone, they want to
33 separate from the rest of the PD zone. A sign could be approved; however it could then
34 take away from the rest. Mr. Sheffield could come in with a Master Sign Plan for the rest
35 of the project siting that this portion is not part of it. The Planning Commission report
36 indicates they did not want to be part of the entire PD project.
37

38 Mr. Power stated that he understands a 10' sign is allowed. Had he not applied for a
39 Master Sign Plan, he would have defaulted for a 10' sign along River Road.
40

41 Deputy City Attorney Paula Houston clarified that they would not have automatically
42 qualified for a 10' sign on River Road. Because it is a commercial project, it is part of the
43 development and was approved as a PD-C zone. The code allows for 3 signs and one
44 additional sign under certain circumstances. All nine properties will not get free standing
45 signs. It needs to be looked at as a master project. She explained that in order to
46 request a Master Sign Plan for this project alone would require amending Mr. Sheffield's
47 PD taking this lot out and start the process to make this a standalone PD.
48

49 Mr. Power explained that because they are a national corporation, any minor change have
50 to go through the process with the committee. If Rite Aid does not agree with an allowed
51 sign height, they can say that they will find another site.
52

53 City Manager Gary Esplin stated that Mr. Sheffield owns the rest of the project; therefore,
54 he suggests the applicant speak with him regarding the signs. The original intent was not
55

5 to have a post sign on every lot; this request amends the overall philosophy into
6 something that was not approved. Mr. Sheffield may be willing to allow them to have a
7 post sign on his Master Sign Plan. The motion can pass subject to getting approval of the
8 signs. The Master Sign Plan will have to show that when it returns for approval.
9

10 Mr. Sheffield stated that he approves a 10' monument sign for Rite Aid with a possibility of
11 more.
12

13 Mr. Power asked for a 15' monument sign.
14

15 Councilmember Bowcutt commented that would love the Rite Aid on this corner; but sees
16 the challenge with the signage on the entire length of the property.
17

18 Mr. Snyder noted that the Planning Commission recommended a 20' sign.
19

20 Deputy City Attorney Paula Houston advised because this is an amendment to the PD, if
21 the Council wants to include Mr. Sheffield's recommendation regarding the sign, the entire
22 overall plan would have to be worked out.
23

24 A discussion took place regarding the difference between monument and pole signs and
25 the number of signs allowed on the entire PD. Mr. Sheffield agreed that if a 10'
26 monument sign is approved, he would consider it one of their allowed signs under the
27 Master Sign Plan for his PD.
28

29 **SECOND:** The motion was seconded by Councilmember Randall.
30

31 Mr. Sheffield suggested that Rite Aid be granted a 10' monument sign; with the possibility
32 of an "instead of" sign, possibly higher.
33

34 City Manager Gary Esplin clarified because this a PD zone, they are limited to a certain
35 number of signs, but can ask for additional signs. In theory, one or two signs may be
36 allowed; but the Council could approve additional signs if they feel it looks okay.
37

38 **AMENDED**

39 **MOTION:** Councilmember Arial amended her motion to state that a minimum, a 10'
40 monument sign be included.
41

42 **SECOND:** The motion was seconded by Councilmember Randall.
43

44 City Manager Gary Esplin stated that the Council would have to approve any other signs.
45

46 **VOTE:** Mayor Pro Tem Hughes called for a roll call vote, as follows:
47

48 Councilmember Hughes – aye
49 Councilmember Randall – aye
50 Councilmember Bowcutt – aye
51 Councilmember Arial – aye
52 Councilmember Baca – aye
53

54 The vote was unanimous and the motion carried.
55

5 **PUBLIC HEARING/AMEND HIDDEN VALLEY MASTER PLAN/ORDINANCE:**

6 **Public hearing to consider an amendment to the Hidden Valley Master**
7 **Plan by changing the zone from Planned Development Residential to**
8 **Planned Development Commercial for a 4.77 acre commercial**
9 **neighborhood development at the corner of Brigham Road and Desert Hills**
10 **Drive. Development Solutions Group, applicant.**
11

12 Planner Ray Snyder presented a PowerPoint covering the following: summary of
13 the request; vicinity map; aerial view; general plan map; general plan
14 amendment; zoning map; proposed PD-C zoning; overall area & site plan;
15 conceptual landscape plan; rendering of the c-store; rendering for the 5 buildings;
16 photos of the property; reference; land use plan; Hidden Valley land use; uses;
17 proposed uses; land use summary; and radius map. The Planning Commission
18 spent a lot of time discussing this request; two residents spoke in opposition. The
19 vote at the Planning Commission was 2-3, so it failed. They liked the commercial
20 idea but had concerns with the sale of beer, cigarettes and e-cigarettes and similar
21 items being sold near the schools. The first motion was to approve the request
22 removing some of the uses, no second was made. The second motion was to
23 approve as presented; it failed.
24

25 Councilmember Arial asked if the high school campus is closed.
26

27 Councilmember Baca replied no. He noted that a traffic study is not required for
28 this convenience store but will be for the entire project.
29

30 Curt Gordon, representative for the applicant, stated that part of their application
31 is to clarify what they can do with the property. Previously they changed the zone
32 and amended the Master Plan to commercial. They feel the Master Plan is a good
33 fit for the neighborhood. He explained that there are three different approved
34 plans for the property. Additionally, he stated that he understands that a traffic
35 study will be required.
36

37 Councilmember Baca commented that the project would benefit the area. The
38 concerns he has heard pertain to the schools and traffic.
39

40 Mr. Gordon noted this area was completed as a Master Plan, the uses were
41 considered as part of the plan. They acquired the property from SITLA who
42 contributed quite a bit of money for the infrastructure.
43

44 Councilmember Arial commented having stores that the high students can walk to
45 is a benefit. She sees this as a positive thing if it is done correctly.
46

47 Mayor Pro Tem Hughes opened the public hearing.
48

49 Sue Wilson, resident, stated that she and her sister own rental properties in the
50 area. They are concerned with the safety and welfare of the students and visitors
51 to the nearby schools as well as increased traffic and nighttime lights. Drug
52 dealers will find it an excellent location with easy access to I-15. This proposal
53 also affects the remaining vacant land on 840 West. She is not here to prevent a
54 land owner from developing their property but she is opposed to this particular
55 use.

5 Mayor Pike returned. He mentioned that he welcomed the Mini Indy participants
6 at the banquet.
7

8 Kevin Taylor, who sits on the Board of Directors for the Hidden Valley Heights
9 Owners Association, stated that the board is concerned with having a C-store on
10 this property. The board is not against property rights as long as it fits in with the
11 surrounding community. Their main concern is having a convenience store that
12 will most likely be approve for an offsite beer license directly across the street
13 from three stores and a seminary building. If this was proposed in a different
14 location, they would not be concerned. He spoke with Principal Rusty Taylor who
15 voiced concerns with foot traffic across Desert Hills Drive. He asked the Council to
16 carefully consider the request.
17

18 Diane Adams, property owner in the area, stated that she is in favor of the project.
19 She believes the concerns can be mitigated. This facility would benefit so many
20 homeowners. Also, having fast food on this property would eliminate some of the
21 traffic as students would not have to drive to lunch. She noted that there is a
22 Maverik relatively close to Millcreek High School.
23

24 Lamont Gubler, property owner in the area, stated that his concern is having a
25 convenience store near the elementary school. The traffic study should be done
26 prior to building the C-store. He believes this should be commercial as it would be
27 a benefit, but he is not sure it should be a C-store.
28

29 Mayor Pike closed the public hearing.
30

31 Councilmember Baca stated that he is concerned about the children and schools in
32 the area. He spoke with Mr. Taylor; the biggest concern was the traffic, not with
33 the sale of alcoholic beverages.
34

35 Mr. Willis explained that the C-store on its own does not trigger a traffic study.
36

37 Deputy City Attorney Paula Houston advised since this is a legislative act, if the
38 Council could require a traffic study prior to making a decision, they can do so.
39

40 City Manager Gary Esplin added that the Council can continue the hearing until the
41 information is available. He believes sale of alcohol is not an issue tonight as they
42 will need to come back for approval of an alcohol license. The effect of a traffic
43 study is only as good as predicting what the uses are. He believes the accesses
44 need to be looked at. It would be fair to ask the developer to return with the
45 recommended uses and how they will make it work.
46

47 Mayor Pike commented that if this were zoned PD-C, the Council would see
48 everything they wanted to see.
49

50 Mr. Gordon mentioned there are three conflicting adopted plans for this property.
51 He is happy to do the traffic study; however, he requested the Council approve the
52 PD-C zoning. They would not move forward without a plan addressing the safety
53 issues. A Master Plan traffic study done did not address the specific uses they are
54 considering.
55

5 City Manager Gary Esplin suggested approving the PD zone with the uses, adding a
6 stipulation that the applicant return with a traffic study showing the accesses and
7 proposed uses before anything is built.
8

9 Deputy City Attorney Paula Houston advised that once a zone and the uses are
10 approved, they have the right to develop according to the approved uses. The
11 Council can approve it as a conditional use that is conditional upon a traffic study.
12

13 **MOTION:** A motion was made by Councilmember Arial to approve the ordinance
14 amending the Hidden Valley Master Plan with the uses being conditional
15 upon the traffic study and the ability for those uses not to impact
16 negatively the surrounding properties as stated by City Manager Gary
17 Esplin.

18 **SECOND:** The motion was seconded by Councilmember Randall.

19 **VOTE:** Mayor Pike called for a roll call vote, as follows:
20

21 Councilmember Hughes – aye
22 Councilmember Randall - aye
23 Councilmember Bowcutt – aye
24 Councilmember Arial – aye
25 Councilmember Baca – aye
26

27 The vote was unanimous and the motion carried.
28

29 **PUBLIC HEARING/VACATE DRAINAGE EASEMENT/ORDINANCE:**

30 **Public hearing to consider vacating a drainage easement located at**
31 **approximately 1050 East Riverside Drive. L&R Pope Engineering, applicant.**
32

33 Planning & Zoning Manager John Willis presented the request for an easement
34 vacation located at approximately 1050 East Riverside Drive. He showed the
35 proposed vacation on a map. Because the drainage lines were moved the
36 easement is no longer needed.
37

38 Mayor Pike opened the public hearing. There being no comment, he closed the
39 public hearing.
40

41 Deputy City Attorney Paula Houston advised this item needs to be approved
42 subject to getting the replacement easement. She explained that the easement is
43 being moved - staff has not received the signed documents.
44

45 **MOTION:** A motion was made by Councilmember Hughes to approve vacating the
46 drainage easement subject to getting the replacement easements.

47 **SECOND:** The motion was seconded by Councilmember Arial.

48 **VOTE:** Mayor Pike called for a roll call vote, as follows:
49

50 Councilmember Hughes – aye
51 Councilmember Randall - aye
52 Councilmember Bowcutt – aye
53 Councilmember Arial – aye
54 Councilmember Baca – aye
55

56 The vote was unanimous and the motion carried.

5 **HANGAR LEASES:**

6 **Consider approval of a Hangar Lease for Lot 210 with Larkin-McArthur General**
7 **Partnership.**

8
9 **Consider approval of a Hangar Lease for Lot 209 with Larkin-McArthur General**
10 **Partnership.**

11
12 **Consider approval of a Hangar Lease for Lot 208 with Larkin-McArthur General**
13 **Partnership.**

14
15 **Consider approval of a Hangar Lease for Lot 207 with Larkin-McArthur General**
16 **Partnership.**

17
18 **Consider approval of a Hangar Lease for Lot 58G with Gary L. Theitten.**

19
20 **Consider approval of a Hangar Lease for Lot 57C with David G. Wood.**
21

22 City Manager Gary Esplin explained these hangar lease agreements are housekeeping
23 items. The agreements for lots 207, 208, 209 and 210 allow the tenant to subdivide the
24 leases. Lots 58G and 57C are being reassigned to the new applicants.
25

26 **MOTION:** A motion was made by Councilmember Bowcutt to approve items 1A-1F.

27 **SECOND:** The motion was seconded by Councilmember Arial.

28 **VOTE:** Mayor Pike called for a vote, as follows:
29

30 Councilmember Hughes – aye

31 Councilmember Randall – aye

32 Councilmember Bowcutt – aye

33 Councilmember Arial – aye

34 Councilmember Baca – aye
35

36 The vote was unanimous and the motion carried.
37

38 **RECOMMENDATION TO THE STATE OF UTAH DEPARTMENT OF ALCOHOLIC BEVERAGE**
39 **CONTROL:**

40 **Consider approval of recommendation to the State of Utah Department of Alcohol**
41 **Beverage Control for the George Jazz Garden. Emceesquare Media, Inc.**
42

43 City Manager Gary Esplin advised under state law, these types of events require Council
44 approval to apply for this type of license.
45

46 Deputy City Attorney Paula Houston explained that state law recently changed requiring
47 the Director of the Department of Alcoholic Beverage Control to make the determination
48 as to whether an applicant is conducting a civic or community enterprise. They would
49 like to the Council to provide a recommendation on whether or not they believe the
50 applicant is conducting a civic or community enterprise. She provided a definition as
51 follows: a function that is in nature of a temporary special event such as a social,
52 business, religious, political, governmental, educational, recreational, cultural, charitable,
53 athletic, theatrical, scholastic, artistic, or scientific event. A "civic or community
54 enterprise" generally is a gathering that brings members of a community together for the
55 common good.
56

57 Melynda Thorpe, applicant, explained that they have an expansion plan. Their hope is to
58 move the Jazz Garden to 6:00 – 8:00 p.m. and then from 8:00 – 10:00 p.m. they will
59 have Blues and Brews. They would like to move the Blues and Brews to upper Main in a
60 fenced area; leaving Ancestor Square as the Jazz Garden location.

5 City Manager Gary Esplin mentioned that the issue is that it would be moved on to City
6 property.

7
8 Mayor Pike noted that in the future, a discussion will have to take place regarding the
9 location.

10
11 **MOTION:** A motion was made by Councilmember Hughes to recommend that the
12 George Streetfest is conducting a civic or community enterprise.

13 **SECOND:** The motion was seconded by Councilmember Baca.

14 **VOTE:** Mayor Pike called for a vote, as follows:
15

16 Councilmember Hughes – aye

17 Councilmember Randall – aye

18 Councilmember Bowcutt – aye

19 Councilmember Arial – aye

20 Councilmember Baca – aye
21

22 The vote was unanimous and the motion carried.
23

24 **CLASS A ALCOHOL LICENSE:**

25 **Consider approval of a Class A alcohol license for off premise sales for Lin's**
26 **Supermarket , Inc located at 2928 East Mall Drive. Sylvester Neal Berube of**
27 **Lin's Supermarkets, Inc, applicant.**
28

29 City Manager Gary Esplin advises this request is for the new Lin's market. Approval would
30 allow the applicant to obtain their license. The application meets the requirements.
31

32 **MOTION:** A motion was made by Councilmember Bowcutt to approve the Class A
33 alcohol license for off premise sales for Lin's Supermarket Inc located at
34 2928 East Mall Drive.

35 **SECOND:** The motion was seconded by Councilmember Baca.
36

37 Councilmember Baca commented that the distance from the church conforms with the all
38 laws.
39

40 **VOTE:** Mayor Pike called for a vote, as follows:
41

42 Councilmember Hughes – aye

43 Councilmember Randall – aye

44 Councilmember Bowcutt – aye

45 Councilmember Arial – aye

46 Councilmember Baca – aye
47

48 The vote was unanimous and the motion carried.
49

50 **CLASS B ALCOHOL LICENSE AND LOCAL CONSENT:**

51 **Consider approval of a Class B alcohol license and local consent for La Frontera**
52 **located at 567 South Valley View Drive, Suite 201. Sharon F Montano of SHM**
53 **Restaurant Holdings, LLC dba La Frontera, applicant.**
54

55 City Manager Gary Esplin advised this is a new business at this location; previous business
56 had the same license. The application meets the requirements.
57
58

5 **MOTION:** A motion was made by Councilmember Randall to approve Class B alcohol
6 license and local consent for La Frontera located at 567 South Valley View
7 Drive.

8 **SECOND:** The motion was seconded by Councilmember Baca.

9 **VOTE:** Mayor Pike called for a vote, as follows:
10

11 Councilmember Hughes – aye
12 Councilmember Randall – aye
13 Councilmember Bowcutt – aye
14 Councilmember Arial – aye
15 Councilmember Baca – aye
16

17 The vote was unanimous and the motion carried.
18

19 **AWARD OF BID:**

20 **Consider award of bid for the All Abilities Park playground shade structure.**
21

22 City Manager Gary Esplin explained this item is subject to the budget approval process.
23 Staff is getting close to finalize the numbers. A shade structure is needed.
24

25 Parks Planner Mark Goble presented a PowerPoint presentation covering the following
26 topics: Exhibit B; shade structure coverage areas; and rendering of the structure. It is
27 proposed to award the bid to Sonntag Recreation as a total cost of approximately
28 \$75,000. He then showed a rendering of structure 2; planned use; and RFP rating.
29

30 Mayor Pike mentioned that the City has been very fortunate in raising funds. Because of
31 some generous donations, the funds will be covered.
32

33 **MOTION:** A motion was made by Councilmember Arial to award the bid for the All
34 Abilities Park playground shade structure in the amount of \$74,900.

35 **SECOND:** The motion was seconded by Councilmember Baca.

36 **VOTE:** Mayor Pike called for a vote, as follows:
37

38 Councilmember Hughes – aye
39 Councilmember Randall – aye
40 Councilmember Bowcutt – aye
41 Councilmember Arial – aye
42 Councilmember Baca – aye
43

44 The vote was unanimous and the motion carried.
45

46 **AWARD OF BID:**

47 **Consider award of bid for the Millcreek Park playground surfacing.**
48

49 Parks Planner Millie Cockerill advised that staff received proposals for two items,
50 rubberized surfacing and shade. Several proposals were received; staff recommends
51 awarding the bid to Robertson Recreational Surfaces. She showed rendering of the
52 playground structure and layout. The cost is \$36,121.32 for the materials only. This is
53 poured in place rubber surfacing similar to the Fields at Little Valley.
54

55 Deputy City Attorney Paula Houston noted that the amount is different from the agenda
56 packet because they did not include the construction contract. Tonight, the Council will
57 be approving the purchasing agreement. Staff will talk to JP Excavating about the
58 installation and subcontracting that out.
59

5 City Manager Gary Esplin explained that if Council approves the total amount, staff could
6 negotiate the cost.
7

8 Ms. Cockerill stated the total cost for materials and installation is \$55,323.36.
9

10 **MOTION:** A motion was made by Councilmember Bowcutt to award the bid to
11 Robertson Recreational Surfaces on the amount of \$55,323.36; materials
12 would be awarded to Robertson Recreational Surfaces and installation
13 would be someone else, total would not exceed the approved amount.

14 **SECOND:** The motion was seconded by Councilmember Baca.

15 **VOTE:** Mayor Pike called for a vote, as follows:
16

17 Councilmember Hughes – aye
18 Councilmember Randall – aye
19 Councilmember Bowcutt – aye
20 Councilmember Arial – aye
21 Councilmember Baca – aye
22

23 The vote was unanimous and the motion carried.
24

25 **AWARD OF BID:**

26 **Consider award of bid for the Millcreek Park playground shade structure.**
27

28 Parks Planner Millie Cockerill showed pictures of the shade structure. Staff recommends
29 awarding the bid to Wicked Shade who has installed shade structures at other City parks.
30 The total cost of \$46,629.
31

32 Deputy City Attorney Paula Houston explained the cost of the equipment and a portion of
33 the installation would be paid to Wicked Shade. The remaining amount would be paid to
34 another vendor, not to exceed the total amount.
35

36 Councilmember Bowcutt commented that the putting the shade structure may not provide
37 much shade.
38

39 Mayor Pike mentioned that other parks have the same issue.
40

41 Ms. Cockerill stated that will go back and discuss this with Wicked Shade to see if it can be
42 tweaked to provide as much shade as possible.
43

44 **MOTION:** A motion was made by Councilmember Hughes to award the bid for the
45 Millcreek Park playground shade structure from Wicked Shade and the
46 vendor for the installation to be determined for an amount not to exceed
47 \$46,629.

48 **SECOND:** The motion was seconded by Councilmember Bowcutt.

49 **VOTE:** Mayor Pike called for a vote, as follows:
50

51 Councilmember Hughes – aye
52 Councilmember Randall – aye
53 Councilmember Bowcutt – aye
54 Councilmember Arial – aye
55 Councilmember Baca – aye
56

57 The vote was unanimous and the motion carried.
58
59

5 **AWARD OF BID:**

6 **Consider award of bid for 750 MCM aluminum 15 KV Okonite underground cable.**
7

8 City Manager Gary Esplin explained this request is for underground cable and is part of
9 the annual purchase of equipment for the Energy Services Department.
10

11 **MOTION:** A motion was made by Councilmember Hughes to award the bid for
12 underground aluminum cable in the amount of \$69,315.80.

13 **SECOND:** The motion was seconded by Councilmember Baca.

14 **VOTE:** Mayor Pike called for a vote, as follows:
15

16 Councilmember Hughes – aye

17 Councilmember Randall – aye

18 Councilmember Bowcutt – aye

19 Councilmember Arial – aye

20 Councilmember Baca – aye
21

22 The vote was unanimous and the motion carried.
23

24 **CHANGE ORDER:**

25 **Consider approval of a change order to the asphalt patching project.**
26

27 City Manager Gary Esplin explained that the work has been done; however, there were
28 issues with Black Ridge Drive. The contractor had to install additional stabilization fabric.
29 Additionally, there was a problem at 40 North in the middle of the project. A change
30 order should have been approved by the Council as it is more that he is allowed to
31 approve. There are enough funds in the current budget to cover the additional costs.
32

33 **MOTION:** A motion was made by Councilmember Baca to approve the change order
34 in the amount of \$84,532.

35 **SECOND:** The motion was seconded by Councilmember Randall.

36 **VOTE:** Mayor Pike called for a vote, as follows:
37

38 Councilmember Hughes – aye

39 Councilmember Randall – aye

40 Councilmember Bowcutt – aye

41 Councilmember Arial – aye

42 Councilmember Baca – aye
43

44 The vote was unanimous and the motion carried.
45

46 **PROFESSIONAL SERVICES AGREEMENT:**

47 **Consider approval of a professional services agreement with Civitas LLC to**
48 **update CDBG reports and required documents.**
49

50 City Manager Gary Esplin advised the request to enter into a professional services
51 agreement with Civitas LLC to update CDBG reports. HUD requires the City to be in
52 compliance. Currently, the plan is not where it needs to be with regard to compliance.
53 The cost will be paid out of the CDBG funding received annually.
54

55 **MOTION:** A motion was made by Councilmember Randall to approve the professional
56 services agreement with Civitas LLC to update the CDBG 5-year
57 consolidated plan in the amount of \$60,000.

58 **SECOND:** The motion was seconded by Councilmember Arial.

59 **VOTE:** Mayor Pike called for a vote, as follows:

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2 March 17, 2016
3 Page Seventeen
4

5 Councilmember Hughes – aye
6 Councilmember Randall - aye
7 Councilmember Bowcutt – aye
8 Councilmember Arial – aye
9 Councilmember Baca – aye
10

11 The vote was unanimous and the motion carried.
12

13 Economic & Housing Development Director Matt Loo stated that SwitchPoint received a
14 \$7,500 grant from Healthy Dixie to start the garden and playground. About 5 years ago,
15 the City contracted with Five Counties to do the consolidated CDBG plan; at that time, it
16 cost \$28,000.
17

18 **LOT SPLIT:**

19 Planning & Zoning Manager John Willis presented the request for a lot split on residential
20 property for development of a natural gas regulator station on property located along
21 3210 East Street at approximately 2200 South. The property is zoned R-1-10. He
22 showed a vicinity map and map of the lot split. Planning Commission recommends
23 approval.
24

25 **MOTION:** A motion was made by Councilmember Hughes to approve the lot split.
26 **SECOND:** The motion was seconded by Councilmember Randall.
27 **VOTE:** Mayor Pike called for a vote, as follows:
28

29 Councilmember Hughes – aye
30 Councilmember Randall - aye
31 Councilmember Bowcutt – aye
32 Councilmember Arial – aye
33 Councilmember Baca – aye
34

35 The vote was unanimous and the motion carried.
36

37 Tim Blackham, applicant, stated that Questar signed the necessary paperwork required.
38 He has lot papers that were readjusted to allow for a 30' setback.
39

40 City Manager Gary Esplin explained there was an issue with regard to the setback and
41 widening of the road in the future. Agreeing to setback at 30' will allow for room to widen
42 the road.
43

44 **FINAL PLAT:**

45 Planning & Zoning Manager John Willis presented the final plat for Rivertstone Phase 6, a
46 10-lot residential subdivision located at 4050 South Street and Las Colinas Drive; zoning
47 is R-1-10. He showed the final plat. Planning Commission recommended approval.
48

49 **MOTION:** A motion was made by Councilmember Arial to approve the final plat for
50 Riverstone Phase 6.
51 **SECOND:** The motion was seconded by Councilmember Bowcutt.
52 **VOTE:** Mayor Pike called for a vote, as follows:
53

54 Councilmember Hughes – aye
55 Councilmember Randall - aye
56 Councilmember Bowcutt – aye
57 Councilmember Arial – aye
58 Councilmember Baca – aye

5 The vote was unanimous and the motion carried.
6

7 **FINAL PLAT:**

8 Planning & Zoning Manager John Willis presented the final plat for South Posse Plaza, a 3-
9 lot commercial subdivision located at 1062 West Sunset Boulevard; zoning is C-3. He
10 showed the final plat. The developer is recording an agreement that allows each of the
11 pads to share ingress/egress and the parking. Planning Commission recommended
12 approval.
13

14 **MOTION:** A motion was made by Councilmember Randall to approve the final plat for
15 South Posse Plaza.

16 **SECOND:** The motion was seconded by Councilmember Arial.

17 **VOTE:** Mayor Pike called for a vote, as follows:
18

19 Councilmember Hughes – aye

20 Councilmember Randall – aye

21 Councilmember Bowcutt – aye

22 Councilmember Arial – aye

23 Councilmember Baca – aye
24

25 The vote was unanimous and the motion carried.
26

27 **PRELIMINARY PLAT:**

28 Planning & Zoning Manager John Willis presented the preliminary plat for Hawthorne
29 Phase 5, a 21-lot residential subdivision located at 3000 East and Crimson Ridge Drive;
30 zoning is R-1-10. He showed the preliminary plat and explained they are requesting lot
31 size averaging. They propose to dedicate a portion between lots 55 and 56 to the City for
32 drainage purposes. Additionally, they propose double fronting lots along 3000 East
33 requiring a 10' landscape strip and 6' high privacy wall. The future park and detention
34 basin are not part of this preliminary plat; however, the applicant would like to address
35 them prior to the final plat being approved.
36

37 Brian Thomas with Development Solutions explained that there is an existing 24" pipe that
38 runs down Crimson Ridge Drive that goes into the detention basin. These detention
39 basins are designed to fill up and drain within 24 hours. The park is proposed to be four
40 acres and will have a detention basin within the park.
41

42 **MOTION:** A motion was made by Councilmember Arial to approve the preliminary
43 plat for Hawthorne Phase 5.

44 **SECOND:** The motion was seconded by Councilmember Baca.

45 **VOTE:** Mayor Pike called for a vote, as follows:
46

47 Councilmember Hughes – aye

48 Councilmember Randall – aye

49 Councilmember Bowcutt – aye

50 Councilmember Arial – aye

51 Councilmember Baca – aye
52

53 The vote was unanimous and the motion carried.
54
55
56

5 **PRELIMINARY PLAT:**

6 Planning & Zoning Manager John Willis presented the preliminary plat for Sequoia Estates
7 Phase 1, a 27-lot residential subdivision located at 3100 Crimson Ridge Drive; zoning is R-
8 1-10. He showed the preliminary plat and explained that they are proposing lot size
9 averaging. Planning Commission recommended approval.
10

11 **MOTION:** A motion was made by Councilmember Randall to approve the preliminary
12 plat for Sequoia Estates Phase 1.

13 **SECOND:** The motion was seconded by Councilmember Bowcutt.

14 **VOTE:** Mayor Pike called for a vote, as follows:
15

16 Councilmember Hughes – aye
17 Councilmember Randall - aye
18 Councilmember Bowcutt – aye
19 Councilmember Arial – aye
20 Councilmember Baca – aye
21

22 The vote was unanimous and the motion carried.
23
24

25 **HIDTA GRANT AWARD:**

26 **Consider approval of the HIDTA grant award agreement for 2016.**
27

28 City Manager Gary Esplin recommended approving the HIDTA grant award agreement for
29 2016.
30

31 **MOTION:** A motion was made by Councilmember Randall to approve the HIDTA grant
32 award agreement for 2016.

33 **SECOND:** The motion was seconded by Councilmember Arial.

34 **VOTE:** Mayor Pike called for a vote, as follows:
35

36 Councilmember Hughes – aye
37 Councilmember Randall - aye
38 Councilmember Bowcutt – aye
39 Councilmember Arial – aye
40 Councilmember Baca – aye
41

42 The vote was unanimous and the motion carried.
43
44

45 **LEASE AGREEMENT:**

46 **Consider approval of the lease agreement between the City of St. George and the
47 Drug Task Force for 2016.**

48 City Manager Gary Esplin explained this is an agreement for the Drug Task Force to lease
49 space in the basement at the City Commons Building.
50

51 **MOTION:** A motion was made by Councilmember Arial to approve the lease
52 agreement between the City of St. George and the Drug Task Force for
53 2016.

54 **SECOND:** The motion was seconded by Councilmember Baca.

55 **VOTE:** Mayor Pike called for a vote, as follows:
56

57 Councilmember Hughes – aye
58 Councilmember Randall - aye

5 Councilmember Bowcutt – aye
6 Councilmember Arial – aye
7 Councilmember Baca – aye
8

9 The vote was unanimous and the motion carried.
10

11 **MINUTES:**

12 Consider approval of the minutes from meeting held on January 4, 2016.

13 Consider approval of the minutes from meeting held on January 7, 2016.

14 Consider approval of the minutes from meeting held on January 21, 2016.

15 Consider approval of the minutes from meeting held on January 28, 2016.
16
17

18 **MOTION:** A motion was made by Councilmember Arial to minutes from January 4,
19 January 7, January 21 and January 28, 2016.

20 **SECOND:** The motion was seconded by Councilmember Randall.

21 **VOTE:** Mayor Pike called for a vote, as follows:
22

23 Councilmember Hughes – aye
24 Councilmember Randall – aye
25 Councilmember Bowcutt – aye
26 Councilmember Arial – aye
27 Councilmember Baca – aye
28

29 The vote was unanimous and the motion carried.
30
31

32 **REPORTS FROM MAYOR, COUNCILMEMBERS AND CITY MANAGER:**

33 No reports were given.
34
35

36 **ADJOURN:**

37 **MOTION:** A motion was made by Councilmember Baca to adjourn.

38 **SECOND:** The motion was seconded by Councilmember Hughes.

39 **VOTE:** Mayor Pike called for a vote, as follows:
40

41 Councilmember Hughes – aye
42 Councilmember Randall – aye
43 Councilmember Bowcutt – aye
44 Councilmember Arial – aye
45 Councilmember Baca – aye
46

47 The vote was unanimous and the motion carried.
48
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**ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
APRIL 7, 2016, 5:00 P.M.
CITY COUNCIL CHAMBERS**

PRESENT:

Mayor Jon Pike
Councilmember Hughes
Councilmember Bowcutt
Councilmember Bette Arial
Councilmember Ed Baca
City Manager Gary Esplin
City Attorney Shawn Guzman
City Recorder Christina Fernandez

EXCUSED:

Councilmember Michele Randall

OPENING:

Mayor Pike called the meeting to order and welcomed all in attendance. The Pledge of Allegiance to the Flag was led by Rosalie Spaulding and the invocation was offered by Pastor Greg Wright with the Westside Baptist Church.

Councilmember Hughes read a proclamation proclaiming the month of April as Fair Housing Month.

Mayor Pike mentioned that Carol Hollowell, the SwitchPoint Director gave a 30-minute presentation at the ULCT Mid-Year Conference after which attendees toured the facility. A representative from Salt Lake City mentioned that Mayor Jackie Biskupski would like a representative from St. George to participate in the homelessness committee she is working on.

Councilmember Hughes mentioned that there is a housing first model. That means if people with personal challenges can be housed, relieving their stress, it can help them deal with other issues.

Kim Olsen, Executive Director of the Utah Recreation & Parks Association, non-profit membership association who represents parks and recreation professionals throughout the state presented the Leisure Services Department with the following awards: 1) Outstanding Adaptive Program of the Year Award for the Flying Fish swim program; 2) Outstanding Facility of the Year for the Electric Theater; and 3) Outstanding Department of the Year in the Class 3 Division, the highest they can award. He explained the panel who chooses recipients of these awards are previous presidents of their Association.

COMMENTS FROM THE PUBLIC:

There were no comments.

FINANCIAL REPORT:

Consider approval of the February, 2016 financial report.

City Manager Gary Esplin advised things are moving along well. Sales tax was down just a bit from last month, but still higher than the projections for the year.

5 **MOTION:** A motion was made by Councilmember Arial to approve the financial report
6 February, 2016.

7 **SECOND:** The motion was seconded by Councilmember Bowcutt.

8 **VOTE:** Mayor Pike called for a vote, as follows:
9

10 Councilmember Hughes – aye

11 Councilmember Bowcutt – aye

12 Councilmember Arial – aye

13 Councilmember Baca – aye
14

15 The vote was unanimous and the motion carried.
16

17 Purchasing Manager Connie Hood introduced Jean Wojtyla, the new Purchasing
18 Technician.
19

20 **AWARD OF BID:**

21 **Consider award of the annual blanket bid for fertilizers and chemicals.**
22

23 Purchasing Manager Connie Hood stated the low bidder was Helena Chemical. The last
24 couple of years, staff has gone with a one year bid that included a two year option, this is
25 the third year. She requested to award the bid to Helena for an amount not to exceed
26 \$250,000.
27

28 **MOTION:** A motion was made by Councilmember Hughes to approve the blanket bid
29 for fertilizers and chemicals with Helena not to exceed \$250,000.

30 **SECOND:** The motion was seconded by Councilmember Baca.

31 **VOTE:** Mayor Pike called for a vote, as follows:
32

33 Councilmember Hughes – aye

34 Councilmember Bowcutt – aye

35 Councilmember Arial – aye

36 Councilmember Baca – aye
37

38 The vote was unanimous and the motion carried.
39

40 **AWARD OF BID:**

41 **Consider award of bid for the Little Valley Phase 5 sports field.**
42

43 City Manager Gary Esplin explained that when the RAP tax passed, the intention was to
44 build two soccer fields and restrooms at the Little Valley Park. When the bid was noticed,
45 it included Phase 6 improvements; however, while preparing the budget for next year,
46 Phase 6 was deleted because he felt that the City has spent quite a bit of money on this
47 park, neglecting some of the other City parks. He added that there are no RAP tax funds
48 available to complete Phase 6. Based upon this information, Parks Planning staff looked
49 at the line items, deleting the items that would have been included in Phase 6. If the
50 entire project was going to be completed, the second bidder would be given local
51 preference; however, taking the items out, they no longer meet the 5% requirement.
52 There is no doubt that B Hansen Construction is a local contractor under the purchasing
53 rules. The low bid was in the amount of \$2,108,006 and did not include items such as
54 lights, engineering fees and light impact fees.
55

56 Mayor Pike agreed. The Council spoke previously about using RAP tax funds for soccer
57 fields. It makes sense to remove some of the items as other parks are being constructed.
58 He mentioned that there was a budget committee to assist the City Manager and Budget
Director to represent what the Council would want.

5 City Manager Gary Esplin mentioned that bid documents allow staff to delete individual
6 items based on budget. Phase 6 was an additional phase which cannot be done without
7 adding additional funds to the project, taking from other sources. He reviewed some of
8 the items that were taken out. After removing the items, the low bidder remains the
9 same. The cost of the project will be \$2.1 million.
10

11 **MOTION:** A motion was made by Councilmember Hughes to award the bid for the
12 Little Valley Phase 5 to Kokopelli Landscaping for \$2,108,006.34.

13 **SECOND:** The motion was seconded by Councilmember Arial.

14 **VOTE:** Mayor Pike called for a vote, as follows:
15

16 Councilmember Hughes – aye

17 Councilmember Bowcutt – aye

18 Councilmember Arial – aye

19 Councilmember Baca – aye
20

21 The vote was unanimous and the motion carried.
22

23 **AWARD OF BID:**

24 **Consider award of bid for the St. James Trailhead 60' pavilion.**
25

26 Purchasing Manager Connie Hood advised the low bidder was Sonntag Recreation in the
27 amount of \$68,877.
28

29 **MOTION:** A motion was made by Councilmember Baca to approve the bid for the St.
30 James Trailhead 60' pavilion in the amount of \$68,877 to Sonntag
31 Recreation.

32 **SECOND:** The motion was seconded by Councilmember Arial.

33 **VOTE:** Mayor Pike called for a vote, as follows:
34

35 Councilmember Hughes – aye

36 Councilmember Bowcutt – aye

37 Councilmember Arial – aye

38 Councilmember Baca – aye
39

40 The vote was unanimous and the motion carried.
41

42 **AWARD OF BID:**

43 **Consider award of bid for the Little Valley Phase 5 sports fields Musco lighting**
44 **equipment.**
45

46 City Manager Gary Esplin explained this bid is for the lighting systems to light the two new
47 soccer fields for the Little Valley Phase 5 project. He explained that since it was decided
48 to go with grass fields rather than artificial turf, there are remaining funds that can be
49 used for the lighting.
50

51 Purchasing Manager Connie Hood advised the low bidder was Musco in the amount of
52 \$290,095.
53

54 City Manager Gary Esplin clarified that the amount has been updated to \$236,618. These
55 fields will not be fenced at this time. The lights will be paid for using RAP tax funds.
56

57 Parks Planning Manager Jeff Peay explained that the change in the cost is due to removing
58 the volleyball court from the Phase 5 project.

5 **MOTION:** A motion was made by Councilmember Arial to award the bid to Musco
6 Lighting for the equipment for the Little Valley Phase 5 sports fields in the
7 amount of \$236,618.

8 **SECOND:** The motion was seconded by Councilmember Bowcutt.

9 **VOTE:** Mayor Pike called for a vote, as follows:

10
11 Councilmember Hughes – aye

12 Councilmember Bowcutt – aye

13 Councilmember Arial – aye

14 Councilmember Baca – aye

15
16 The vote was unanimous and the motion carried.
17

18 **AWARD OF BID:**

19 **Consider award of bid for the Little Valley Phase 5 sports field Dixie Power line**
20 **extension.**

21
22 City Manager Gary Esplin advised this bid is to get power to the fields. The amount is
23 \$57,159; this is a sole source bid.
24

25 **MOTION:** A motion was made by Councilmember Hughes to approve the bid to Dixie
26 Power for the line extension at Little Valley Phase 5 sports field in the
27 amount of \$57,159.30.

28 **SECOND:** The motion was seconded by Councilmember Baca.

29 **VOTE:** Mayor Pike called for a vote, as follows:

30
31 Councilmember Hughes – aye

32 Councilmember Bowcutt – aye

33 Councilmember Arial – aye

34 Councilmember Baca – aye

35
36 The vote was unanimous and the motion carried.
37

38 **AWARD OF BID:**

39 **Consider award of bid for the Padmounted Switchgear for Distribution Feeders**
40 **and Fusing.**

41
42 Purchasing Manager Connie Hood advised this is a sole source bid. The low bidder was HD
43 Supply which is now Anixter, in the amount of \$152,790.
44

45 **MOTION:** A motion was made by Councilmember Hughes to approve the bid for the
46 switchgear for feeders and fusing with Anixter in the amount of \$152,790.

47 **SECOND:** The motion was seconded by Councilmember Bowcutt.

48 **VOTE:** Mayor Pike called for a vote, as follows:

49
50 Councilmember Hughes – aye

51 Councilmember Bowcutt – aye

52 Councilmember Arial – aye

53 Councilmember Baca – aye

54
55 The vote was unanimous and the motion carried.
56

5 **AWARD OF BID:**

6 **Consider award of bid for rotary lift equipment and installation for the new Fleet**
7 **facility.**

8
9 City Manager Gary Esplin explained this bid is for a lift at the new fleet building. The
10 recommendation is to use the National Joint Purchasing Agreement to purchase the
11 equipment.
12

13 Purchasing Manager Connie Hood stated that Rotary Lift has the National Joint Purchasing
14 Agreement; the amount is \$168,169.15. Legal has approved the request.
15

16 **MOTION:** A motion was made by Councilmember Arial to award the bid for rotary lift
17 equipment and installation for the new Fleet facility using the NJPA in the
18 amount of \$168,169.15.

19 **SECOND:** The motion was seconded by Councilmember Baca.

20 **VOTE:** Mayor Pike called for a vote, as follows:
21

22 Councilmember Hughes – aye
23 Councilmember Bowcutt – aye
24 Councilmember Arial – aye
25 Councilmember Baca – aye
26

27 The vote was unanimous and the motion carried.
28

29 **AWARD OF BID:**

30 **Consider award of bid for two 2016 utility bodies for F-350 crew cabs.**

31
32 City Manager Gary Esplin mentioned the cost to purchase these items is included in the
33 current budget.
34

35 Purchasing Manager Connie Hood noted that the state contract holder is Semi-Service; the
36 cost is \$78,185.73 for both trucks. The items being purchased are for the 350 crew cabs
37 that the City already owns.
38

39 **MOTION:** A motion was made by Councilmember Hughes to award the two 2016
40 utility bodies in the amount of \$78,185.73 to Semi-Service.

41 **SECOND:** The motion was seconded by Councilmember Arial.

42 **VOTE:** Mayor Pike called for a vote, as follows:
43

44 Councilmember Hughes – aye
45 Councilmember Bowcutt – aye
46 Councilmember Arial – aye
47 Councilmember Baca – aye
48

49 The vote was unanimous and the motion carried.
50

51 **PUBLIC HEARING/UTILITIES AND DRAINAGE VACATION/ORDINANCE:**

52 **Public hearing to consider vacating a public utilities and drainage easement**
53 **located between lot 51 of Canyon View Ridge subdivision at Sunbrook and lot 62**
54 **of Santa Maria at Sunbrook Phase 1. David Swenson, applicant.**
55

56 Assistant Public Works Director presented the final plat amendment for Lot 51 of Canyon
57 View Ridge Subdivision at Sunbrook located at 8 South Emerald Drive and Lot 62 of Santa
58 Maria at Sunbrook Phase 1 located to the west on Desert Springs Drive; zoning is PD-R.

5 The purpose of the amendment is to merge the two lots and vacate the easement
6 between them. If developed in the back, the lot would have to be treated as a backyard
7 and would have to match what is required on the other lots.
8

9 Mayor Pike opened the public hearing. There being no comment, he closed the public
10 hearing.
11

12 **MOTION:** A motion was made by Councilmember Bowcutt to approve the vacation of
13 public utilities and drainage easement located between lot 51 of Canyon
14 View Ridge subdivision at Sunbrook and lot 62 of Santa Maria at Sunbrook
15 Phase 1.

16 **SECOND:** The motion was seconded by Councilmember Baca.

17 **VOTE:** Mayor Pike called for a roll call vote, as follows:
18

19 Councilmember Hughes – aye
20 Councilmember Bowcutt – aye
21 Councilmember Arial – aye
22 Councilmember Baca – aye
23

24 The vote was unanimous and the motion carried.
25

26 **CLASS C BEER LICENSE AND LOCAL CONSENT:**

27 **Consider approval of a Class C Beer License and Local Consent for Garden Buffet**
28 **located at 987 South Bluff Street, Suite A. Fengjing Zheng, applicant.**
29

30 City Manager Gary Esplin stated the application has been reviewed and meets
31 requirements of City code.
32

33 **MOTION:** A motion was made by Councilmember Arial to approve the request for a
34 Class C Beer License and Local Consent for Garden.

35 **SECOND:** The motion was seconded by Councilmember Bowcutt.

36 **VOTE:** Mayor Pike called for a vote, as follows:
37

38 Councilmember Hughes – aye
39 Councilmember Bowcutt – aye
40 Councilmember Arial – aye
41 Councilmember Baca – aye
42

43 The vote was unanimous and the motion carried.
44

45 **SET PUBLIC HEARINGS:**

46 Assistant Public Works Director stated that at their meeting held on March 22, 2016, the
47 Planning Commission recommended setting public hearings on April 21, 2016 to consider:
48 1) A request to rezone approximately 16.78 acres located on Tonaquint Drive from R3
49 (Multiple Family) to PD-R (Planned Development Residential); and 2) A request to rezone
50 approximately 10.43 acres generally located at the intersection of Sugar Leo Road and
51 Pioneer Road from OS (Open Space) to PD-C (Planned Development Commercial) and to
52 approve the layout, landscaping and site details as presented to develop an outdoor RV
53 storage facility.
54

55 **MOTION:** A motion was made by Councilmember Bowcutt to set the public hearings
56 for April 21, 2016.

57 **SECOND:** The motion was seconded by Councilmember Arial.

5 **VOTE:** Mayor Pike called for a vote, as follows:

6
7 Councilmember Hughes – aye
8 Councilmember Bowcutt – aye
9 Councilmember Arial – aye
10 Councilmember Baca – aye
11

12 The vote was unanimous and the motion carried.
13

14 **FINAL PLAT AMENDMENT:**

15 Assistant Public Works Director Wes Jenkins presented the final plat amendment for
16 Temple Shadow Townhomes Phase 2, Amendment No. 3 located at 95 East 400 South
17 Street; zoning is PD-R. The purpose of the amendment is to join units 4 and 5 to be
18 known as unit 4.
19

20 **MOTION:** A motion was made by Councilmember Arial to approve the final plat
21 amendment for Temple Shadow Townhomes Phase 2, Amendment No. 3
22 located at 95 East 400 South Street.

23 **SECOND:** The motion was seconded by Councilmember Hughes.

24 **VOTE:** Mayor Pike called for a vote, as follows:
25

26 Councilmember Hughes – aye
27 Councilmember Bowcutt – aye
28 Councilmember Arial – aye
29 Councilmember Baca – aye
30

31 The vote was unanimous and the motion carried.
32

33 **FINAL PLAT:**

34 Assistant Public Works Director Wes Jenkins presented the final plat for Meadows Edge
35 Phase 1, a 3-lot residential subdivision located at approximately 3900 South and Bentley
36 Road; zoning is RE-20. He showed and reviewed the final plat.
37

38 **MOTION:** A motion was made by Councilmember Hughes to approve final plat for
39 Meadows Edge Phase 1.

40 **SECOND:** The motion was seconded by Councilmember Bowcutt.

41 **VOTE:** Mayor Pike called for a vote, as follows:
42

43 Councilmember Hughes – aye
44 Councilmember Bowcutt – aye
45 Councilmember Arial – aye
46 Councilmember Baca – aye
47

48 The vote was unanimous and the motion carried.
49

50 **FINAL PLAT:**

51 Assistant Public Works Director Wes Jenkins presented the final plat for Oakwood Estates
52 Phase 3, a 16-lot subdivision located at approximately 3100 South and 3000 East; zoning
53 is R-1-10. He showed and reviewed the final plat.
54

55 **MOTION:** A motion was made by Councilmember Hughes to approve the final plat for
56 Oakwood Estates Phase 3.

5 **SECOND:** The motion was seconded by Councilmember Arial.

6 **VOTE:** Mayor Pike called for a vote, as follows:

7
8 Councilmember Hughes – aye

9 Councilmember Bowcutt – aye

10 Councilmember Arial – aye

11 Councilmember Baca – aye

12
13 The vote was unanimous and the motion carried.
14

15 **FINAL PLAT:**

16 Assistant Public Works Director Wes Jenkins presented the final plat for SunRiver St.
17 George Phase 49, a 21-lot subdivision located at approximately 1070 West and 4290
18 South; zoning is PD-R. He showed and reviewed the final plat.
19

20 **MOTION:** A motion was made by Councilmember Arial to approve the final plat for
21 SunRiver St. George Phase 49.

22 **SECOND:** The motion was seconded by Councilmember Baca.

23 **VOTE:** Mayor Pike called for a vote, as follows:

24
25 Councilmember Hughes – aye

26 Councilmember Bowcutt – aye

27 Councilmember Arial – aye

28 Councilmember Baca – aye

29
30 The vote was unanimous and the motion carried.
31

32 **FINAL PLAT:**

33 Assistant Public Works Director Wes Jenkins presented the final plat for SunRiver St.
34 George Phase 50, a 22-lot subdivision located at approximately 1000 West and 4290
35 South; zoning is PD-R. He showed and reviewed the final plat.
36

37 **MOTION:** A motion was made by Councilmember Arial to approve the final plat for
38 SunRiver St. George Phase 50.

39 **SECOND:** The motion was seconded by Councilmember Bowcutt.

40 **VOTE:** Mayor Pike called for a vote, as follows:

41
42 Councilmember Hughes – aye

43 Councilmember Bowcutt – aye

44 Councilmember Arial – aye

45 Councilmember Baca – aye

46
47 The vote was unanimous and the motion carried.
48

49 **MEDICAL CONTROL SERVICES AGREEMENT:**

50 **Consider approval of a Medical Control Services Agreement between the City of**
51 **St. George Fire and Police Departments and Brett Christiansen, M.D.**
52

53 City Manager Gary Esplin mentioned that everyone involved in the interview process
54 recommended entering into a Medical Control Services Agreement with Brett Christiansen.
55
56
57

5 **MOTION:** A motion was made by Councilmember Hughes to approve a Medical
6 Control Services Agreement with the City of St. George Fire, Police and
7 Dispatch Departments and Brett Christiansen, M.D.
8 **SECOND:** The motion was seconded by Councilmember Baca.
9 **VOTE:** Mayor Pike called for a vote, as follows:

10
11 Councilmember Hughes – aye
12 Councilmember Bowcutt – aye
13 Councilmember Arial – aye
14 Councilmember Baca – aye
15

16 The vote was unanimous and the motion carried.
17

18 **SETTLEMENT AGREEMENT:**

19 **Consider approval of a settlement agreement with Insite Towers to provide**
20 **electrical service to the site west of Dixie Drive.**

21
22 City Manager Gary Esplin explained this settlement arises from an issue with regard to
23 who is supposed to provide electrical service to the Insite Towers. The City's position has
24 been that because the property is in the County, it should not be required to provide the
25 electrical service. The owners of the property have obtained approval from the County to
26 install the tower on the property. They now agree to annex the property to the south of
27 Dixie Drive into the City; the property to the north will remain in the County. This will
28 clear up the issues with regards to the services. Additionally, the settlement allows for
29 some impact fee credits.
30

31 City Attorney Shawn Guzman asked the approval be subject to approval by the Legal
32 Department. The agreement is between the City, the Gubler's and Dixie Power.
33

34 **MOTION:** A motion was made by Councilmember Hughes to approve the settlement
35 agreement with Insite Towers and others, subject to review by the Legal
36 Department.
37 **SECOND:** The motion was seconded by Councilmember Baca.
38 **VOTE:** Mayor Pike called for a vote, as follows:

39
40 Councilmember Hughes – aye
41 Councilmember Bowcutt – aye
42 Councilmember Arial – aye
43 Councilmember Baca – aye
44

45 The vote was unanimous and the motion carried.
46

47 **SPECIAL EVENT PERMIT AND ROAD CLOSURE:**

48 **Consider approval of a special event permit and road closure for the Slide the**
49 **City event.**

50
51 City Manager Gary Esplin stated this is a request for a special event permit for Slide the
52 City. Under the permit process, the Business License Department can approve special
53 events with the City Manager's approval. Any new special event would need to be
54 approved by the City Council. This request has been discussed by staff – there are some
55 issues that need to be discussed. The recommendation is to have the event on 100 East.
56 Staff's concern closing the street for a for profit who is involving a local 501c3, the
57 Children's Justice Center, as a beneficiary of a portion of the revenues.
58

5 Brandon Jay, event director for Slide the City, stated they have held this event worldwide;
6 60 successful events within the United States. He explained that the event is a 1,000 foot
7 'slip n' slide' they put on city streets. The slide is nylon fabric with 1" high density foam
8 underneath. Patrons are protected with a 24' bumper on each side. The end of the slide
9 has a control basin with 18-20" of water. The Children's Justice Center will receive \$60
10 for each volunteer they supply for a total of \$6,000. Additionally, they donate 10% of the
11 fees and give patrons a 10% discount if using the promotional code. Food vendors will be
12 charged to participate; the fees will go to the Children's Justice Center as well. The food
13 vendors will be located at the cross section at the halfway mark and at the bottom of the
14 slide. He stated that the slide is 24' wide; food vendors will be sitting inside the
15 intersection at 200 North.

16
17 Tina Griffin with the Children's Justice Center explained that the patrons are capped at
18 5,000. They can ride once or for a two hour time slot.

19
20 Chris Conrad with Slide the City, Tina Griffin and Darrin Holman with the Children's Justice
21 Center introduced themselves.

22
23 City Manager Gary Esplin explained that the applicant talked to staff about this last year;
24 at that time they were proposing to hold the event on 700 East. Staff reviewed the
25 application - it needs to be subject to the insurance requirements as City Attorney Shawn
26 Guzman mentioned an issue with what was submitted.

27
28 Mr. Jay added that patrons go down the slide on tubes. Parking is proposed to be in the
29 downtown parking garage; if there is a sellout amount (5,000 patrons), they would work
30 out a plan with Dixie State University. Tickets can be purchased in advance or at the
31 event.

32
33 Mr. Conrad explained that their website and press releases will outline the parking
34 recommendations.

35
36 City Manager Gary Esplin explained that if Council is concerned with parking, barricades
37 can be put in the area that may say "local traffic only". The applicants submitted a
38 security plan that was reviewed by staff; there will be no City staff working the event. If
39 the event is overly successful, staff will have to be ready to address traffic issues. Police
40 Captain Staley reviewed and feels comfortable with the traffic plan.

41
42 Mr. Jay noted that they shut registration down to 4,600 on line and have never had more
43 than 500 tickets purchased at an event. The most popular time will be 1:00 - 4:00 p.m.
44 They have three different lanes on the slide, one of which is staggered for smaller patrons.
45 He explained that his staff will be stationed on the side of the slide and will have walkie
46 talkies.

47
48 Councilmember Baca commented that the City supports the Children's Justice Center;
49 however, he is concerned that a private business wants to shut down a City street. Most
50 profits are going to Slide the City using volunteers - 10% seems minimal to give to the
51 Children's Justice Center. Additionally, the event promoters were advertising the event
52 prior to it being approved, particularly the insurance. He suggests that if they return and
53 it is approved, they need to be diligent and contact staff prior to advertising the event.

54
55 Councilmember Bowcutt noted that the event promoter is taking on all of the financial
56 risk.

57
58 City Manager Gary Esplin explained there is no limit on medical coverage. He understands
59 the problem has been solved.
60
61

5 City Attorney Shawn Guzman stated that the last certificate had the sublimit on the
6 medical insurance. He asked for an updated certificate.
7

8 Mr. Holman compared this event to others in the City that request road closures for
9 private races and other similar events.
10

11 City Manager Gary Esplin commented that staff would like to see this event take place to
12 see how it goes.
13

14 **MOTION:** A motion was made by Councilmember Hughes to approve the special
15 event permit for the Slide the City event at 100 East 250 North on June 4,
16 2016 subject to the review of the insurance requirements with the Legal
17 Department to make sure they meet the requirements.

18 **SECOND:** The motion was seconded by Councilmember Bowcutt.

19 **VOTE:** Mayor Pike called for a vote, as follows:
20

21 Councilmember Hughes – aye
22 Councilmember Bowcutt – aye
23 Councilmember Arial – aye
24 Councilmember Baca – aye
25

26 The vote was unanimous and the motion carried.
27

28 Mr. Holman added part of the Children's Justice Center's objective with this event is not
29 only financial, but also to promote public awareness.
30

31 Mr. Jay stated ticket prices are between \$10 and \$60. The water will be given to a
32 construction company for dust control.
33

34 **RESOLUTION:**

35 **Consider approval of a resolution entering into an interlocal agreement with**
36 **Washington County regarding coordination on the U.S. BLM Resource**
37 **Management Plan.**
38

39 City Manager Gary Esplin mentioned that the BLM has received comments and concerns
40 regarding their Resource Management Plan, the City has not been involved, but the
41 County has. The City was actually named in the federal law stating that it should be
42 consulted. This interlocal agreement allows the County to share the information they
43 have been given through their agreement with the BLM. Additionally, through this
44 agreement, the City can voice concerns to them.
45

46 Mayor Pike added that he and City Manager Gary Esplin called the local BLM office asking
47 to meet with them. They were told that they could not meet because it needed to be
48 confidential with their partners. If approved, the County will provide all of the
49 documentation pertaining to their discussions with the BLM over the past couple of
50 months. This is a good and immediate solution.
51

52 Councilmember Arial stated that it is unfortunate that the City has to go through this
53 process even though they were mentioned in the documents.
54

55 Councilmember Baca comments this item reflects the close working relationship between
56 the City and the County.
57
58
59

5 Mayor Pike mentioned that it bothers him not to do this directly with the BLM; however, at
6 this point the City needs to be practical. He stated that the County passed their resolution
7 two days ago.
8

9 **MOTION:** A motion was made by Councilmember Arial to approve the resolution
10 entering the City into an interlocal agreement with Washington County
11 regarding the coordination of the BLM Resource Management Plan.

12 **SECOND:** The motion was seconded by Councilmember Baca.

13 **VOTE:** Mayor Pike called for a roll call vote, as follows:
14

15 Councilmember Hughes – nay

16 Councilmember Bowcutt – aye

17 Councilmember Arial – aye

18 Councilmember Baca – aye
19

20 The motion carried.
21

22 **APPOINTMENT:**

23 Mayor Pike recommended appointing Marc Stallings to the Sign Review Board.
24

25 **MOTION:** A motion was made by Councilmember Baca to appoint Marc Stallings to
26 the Sign Review Board.

27 **SECOND:** The motion was seconded by Councilmember Hughes.

28 **VOTE:** Mayor Pike called for a vote, as follows:
29

30 Councilmember Hughes – aye

31 Councilmember Bowcutt – aye

32 Councilmember Arial – aye

33 Councilmember Baca – aye
34

35 The vote was unanimous and the motion carried.
36

37 **MINUTES:**

38 **Consider approval of the minutes from the meeting held on February 4, 2016.**
39

40 **Consider approval of the minutes from the meeting held on February 11, 2016.**
41

42 **Consider approval of the minutes from the meeting held on February 18, 2016.**
43

44 **MOTION:** A motion was made by Councilmember Arial to approve the minutes for
45 February 4, February 11 and February 18, 2016.

46 **SECOND:** The motion was seconded by Councilmember Baca.

47 **VOTE:** Mayor Pike called for a vote, as follows:
48

49 Councilmember Hughes – aye

50 Councilmember Bowcutt – aye

51 Councilmember Arial – aye

52 Councilmember Baca – aye
53

54 The vote was unanimous and the motion carried.
55
56
57

5 **REPORTS FROM MAYOR, COUNCILMEMBERS AND CITY MANAGER:**

6 Councilmember Arial invited the Mayor and Council to the Friday night event for Art
7 Around the Corner.

8
9 Mayor Pike mentioned the gala for the Doctors Volunteer Clinic taking place Saturday
10 night.

11
12 Councilmember Bowcutt reported that the Planning Commission meeting may be a long
13 one next Tuesday.

14
15 Councilmember Baca thanked Support Services Director Marc Mortensen and the Building
16 Maintenance staff for responding quickly at the Dino Museum.

17
18 Councilmember Arial reported that the Art Festival was well attended.

19
20 Mayor Pike noted how busy the City has been in the last few months.

21
22 City Manager Gary Esplin mentioned that the ULCT Midyear Conference is taking place at
23 the Dixie Center. Tomorrow, staff will be providing a tour and update at the All Abilities
24 Park.

25
26 **ADJOURN TO CLOSED SESSION:**

27 **MOTION:** A motion was made by Councilmember Bowcutt to adjourn to a closed
28 session to discuss property sale.

29 **SECOND:** The motion was seconded by Councilmember Baca.

30 **VOTE:** Mayor Pike called for a roll call vote, as follows:
31

32 Councilmember Hughes – aye

33 Councilmember Bowcutt – aye

34 Councilmember Arial – aye

35 Councilmember Baca – aye

36
37 The vote was unanimous and the motion carried.
38

39 **RECONVENE AND ADJOURN:**

40 **MOTION:** A motion was made by Councilmember Hughes...

41 **SECOND:** The motion was seconded by Councilmember Baca.

42 **VOTE:** Mayor Pike called for a vote, as follows:
43

44 Councilmember Hughes – aye

45 Councilmember Bowcutt – aye

46 Councilmember Arial – aye

47 Councilmember Baca – aye

48
49 The vote was unanimous and the motion carried.
50
51
52
53
54
55

**ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
APRIL 14, 2016, 4:00 P.M.
ADMINISTRATIVE CONFERENCE ROOM**

PRESENT:

**Mayor Jon Pike
Councilmember Jimmie Hughes
Councilmember Michele Randall
Councilmember Joe Bowcutt
Councilmember Ed Baca
City Manager Gary Esplin
City Attorney Shawn Guzman
City Recorder Christina Fernandez**

EXCUSED:

Councilmember Bette Arial

OPENING:

Mayor Pike called the meeting to order and welcomed all in attendance. The Pledge of Allegiance to the Flag was led by student Brian Owen and the invocation was offered by Pastor Jonathan Hendren with the New Beginning Christian Fellowship.

RESOLUTION/ADOPT THE 2016-2017 PRELIMINARY BUDGET:

Consider approval of a resolution adopting the 2016-2017 Preliminary Budget.

City Manager Gary Esplin explained under state law, the preliminary budget needs to be presented prior to the first meeting in May. He stated the budget is balanced and is not suggesting any changes in tax rates. There will be a discussion with regard to a recommended increase in the Water Department as the wholesale costs will increase, as well as a few other minor fee increases. The budget represents approximately \$195 million, last year it was \$180 million. The increase is due to some Capital Projects and monies being transferred from the Airport Fund to the TIF Fund. He is not recommending any transfers from Capital Project funds to the General Fund, other than to finish current projects that will not be completed prior to the end of the current fiscal year. A budget committee discussed concepts and challenges. Approximately \$10 million was cut from Department Head requests. In his letter, he addressed issues that need to be looked at but were not funded. He stated that he believes capital projects that involve a facility generating tax for other entities; they should share in the cost. Additionally, he proposed to continue with the employee market increases and to fund a possible increase in insurance costs. He mentioned that he feels good about the budget and believes it meets the needs of the community. Three new fire trucks will be acquired through a lease program and the lease program for the police vehicles will be paid off. He addressed a new fire station in the Little Valley area, overflow parking concerns for the All Abilities Park and comp time concerns with regard to staffing issues in the Fire Department.

Mayor Pike suggested the Council review the preliminary budget.

City Manager Gary Esplin explained this is a preliminary budget and suggested setting dates in May for Department Heads to present their budgets. Further, the Council will have to decide if they would prefer to have one public hearing or two.

The consensus of the Council is to set the meetings for May 12 and May 26 and have the public hearings on June 2 and June 16.

5 City Manager Gary Esplin explained that the Department Heads will present their budgets
6 and if the Council wants to make changes they can. He updated the Council on the
7 Electric Refunding Bonds – the City will see a savings of \$5 million.
8

9 **MOTION:** A motion was made by Councilmember Hughes to approve the resolution
10 adopting the 2016-2017 Preliminary Budget.

11 **SECOND:** The motion was seconded by Councilmember Bowcutt.

12 **VOTE:** Mayor Pike called for a roll call vote, as follows:
13

14 Councilmember Hughes – aye
15 Councilmember Randall – aye
16 Councilmember Bowcutt – aye
17 Councilmember Baca – aye
18

19 The vote was unanimous and the motion carried.
20

21 **REPORT FROM MAYOR, COUNCILMEMBERS AND CITY MANAGER:**

22 No reports were given.
23

24 The Council travelled for the following:
25

26 **Site tour and demonstration of the Police Department's shooting range, 867**
27 **West Red Hills Parkway.**
28

29 Police Department staff provided a site tour and demonstration of the Police Department's
30 shooting range, vehicles and equipment.
31

32 **Site tour at JC Snow Park, 900 South 400 East, to view the horseshoe pits.**
33

34 Leisure Services Director Kent Perkins, Parks Department and Streets Department staff
35 provided a site tour of JC Snow Park horseshoe pits.
36

37 City Manager Gary Esplin explained how the horseshoe pits were funded and stated that
38 the work was completed in-house.
39

40 **Site tour of Vernon Worthen Park greenhouse, 300 South, 400 East, and**
41 **discussion on the proposed upgrades to the park.**
42

43 Leisure Services Director Kent Perkins and Parks Department staff provided a site tour of
44 the green house located at Vernon Worthen Park.
45

46 **ADJOURN:**

47 **MOTION:** A motion was made by Councilmember Hughes to adjourn.

48 **SECOND:** The motion was seconded by Councilmember Randall.

49 **VOTE:** Mayor Pike called for a vote, as follows:
50

51 Councilmember Hughes – aye
52 Councilmember Randall – aye
53 Councilmember Bowcutt – aye
54 Councilmember Baca – aye
55

5 The vote was unanimous and the motion carried.
6
7
8
9

10
11
12 _____
13 Christina Fernandez, City Recorder

